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	£ s.	£ s.	£ s.	£ s.	£ s.
20	103 0	191 10	431 0	*736 0	*1,032 0
30	112 0	211 0	454 10	*819 0	*1,167 0
40	124 0	232 0	525 10	*939 0	*1,343 10
50	147 0	276 10	*698 10	*1,126 0
60	197 10	372 0	*836 10

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LONDON, MARCH 8, 1890.

CURRENT TOPICS.

THE CONFERENCE with regard to the Land Transfer Bill occurs after we go to press this week. Since the Bill has not yet made its appearance, no doubt all that can be done will be to settle the machinery for opposition, deferring the consideration of the Bill to a further conference. But it is extremely important that the machinery should be in order when the time for action arrives, and we have full confidence that the meeting will make every requisite provision for the most determined and effective opposition to the principle of compulsion.

THE TRANSFER of a hundred actions to Mr. Justice KEKEWICH for the purpose of trial, already announced as in preparation, was signed on the 5th inst., and will be found in another column. We are enabled at the same time to give a list of the same actions arranged in the order in which they will come into the daily list. Those who are interested in these cases should direct their attention to the note at the foot of the order, which requires them to be ready for trial by the 17th inst.

DURING THIS WEEK very few of the judges of the Queen's Bench Division have sat in the Royal Courts, many being absent on circuit and others being disabled by illness, and on three days, none of those judges being present, Lord Justice FRY occupied the only court of that division in which actions were tried. On the same days Lord COLERIDGE presided at the Central Criminal Court. It is expected that Lord ESHER will be able to resume his duties on Monday next.

IN SPITE of the high respect entertained for Mr. Justice FIELD, there has been some surprise expressed at his elevation to the peerage. His unfortunate physical infirmity will, it is supposed, render it impossible for him to sit on the hearing of appeals in the House of Lords, where quick ears are necessary to catch anything said at the bar; and a peerage was not necessary to enable him to sit at the Privy Council. For our own part, however, we rejoice at his accession to the Upper House. It is a fitting reward for long and excellent service on the bench, and we trust that he will apply his acute intellect and extensive experience to the criticism of the strangely drafted and imperfect measures with which Parliament is flooded. And we are not without hope that his experience as a practising solicitor may be of good service in the consideration of the Land Transfer Bill. By the way, do not the Council of the Incorporated Law Society mean to celebrate in some way the elevation to the peerage of a judge who began life in the ranks of London solicitors?

REVERTING to the decision of Mr. Justice A. L. SMITH in *Walters, Deverell, & Co. v. Chinery & Aldridge* (ante, p. 284), that a fee of 10s. per hour is to be allowed for producing deeds for examina-

tion—a decision which, we believe, will be acted on by the Chancery taxing masters in conveyancing matters not in an action, though, perhaps, not without some quiet incitement of objectors to obtain another decision—we think it should be pointed out that it appears to follow that the fee for examination of deeds should be correspondingly raised, say, to 15s. an hour. As the taxing master pointed out in his answers to the plaintiff's objections in the above case, "the work of examination is responsible work, and the solicitor examining must, as a rule, take a clerk with him to assist him. The attending for production in practice consists in finding room for the examining solicitor and his clerk, perhaps answering a question or two about the deeds, and seeing that they are handed back when the examination is completed." It would obviously be unreasonable that the same fee should be allowed for examination as for production of deeds.

THE COMPANIES (Winding Up) Bill, on which we commented last week, met with very little favour in the House of Commons. Both Sir HORACE DAVEY and Mr. H. H. FOWLER roundly declared that they could not understand the Bill. The former said that "a more formidable task for the unfortunate judge who would have to administer the new system which the Bill would introduce could not be imagined," and the latter (who generally goes to the root of the matter) remarked that if the Bill "were passed in its present form it meant a crop of litigation and very great loss. The gist of the whole thing was that the procedure with respect to the bankruptcy of a trader was one thing and the winding up of a company was quite another. The principle might be the same, but the procedure must necessarily be very different." This is precisely what we ventured to point out last week. The Bill is a very clumsy attempt to apply procedure intended for one set of circumstances to an altogether different state of circumstances, and if it is passed in its present shape the result will be unbounded confusion and litigation. For our own part we think that the extension of the bankruptcy procedure to the winding up of companies will prove a costly failure. The true course is, as Mr. WARMINGTON suggested, to take the Companies Act of 1862, which constitutes a code of procedure, and engraft on it such amendments as experience has shown to be needed for securing increased rapidity and efficiency.

THE RULE-MAKING *in excelsis* Bill of six pages, which the Queen's Printers have at last succeeded in turning out, is to a considerable extent in accordance with our anticipations last week. A corporation, to be called the Public Trustee, is proposed to be established, and is to have perpetual succession and an official seal without the necessity for any rule to be made by the Lord Chancellor. There appears to be an omission here which may perhaps be remedied in committee: the device to be engraved on the official seal surely ought to be the subject of a special rule. But in most respects the powers and duties of the corporation are to be prescribed by the new branch of the Legislature, the Lord Chancellor. Following the excellent precedent set by the Council of the Incorporated Law Society with regard to the Land Transfer Bill, we think it may be useful to give a short summary of the rule-making powers proposed to be conferred:—

Clause 1 (3).—Power of trustee to act; his rights and immunities, and the extent to which he is to be subject to control and orders of High Court, to be subject to rules made under the Act.

Clause 2 (1).—Trusts which trustee is to accept to be authorized by order under this section.

Clause 2 (2).—Trustee to be authorized to accept probate or letters of administration by order under this section.

Clause 2 (4).—Order under this section to be made by the Lord Chancellor with the concurrence of the Treasury.

Clause 4 (1).—Circumstances under which Consolidated Fund is to be liable to make good liability arising out of fraud of public trustee or person employed by him to be prescribed by rule.

Clause 5 (1).—Treasury, with concurrence of the Lord Chancellor, to appoint fit person to the office of public trustee.

Clause 5 (3).—Treasury, with concurrence of Lord Chancellor, to direct the trustee to maintain branch offices.

Clause 6 (1).—Fees to be charged by trustee to be determined by the Treasury, with the sanction of the Lord Chancellor.

Clause 9.—Power of public trustee to retire from trust to be subject to rules under the Act.

Clause 12.—The Lord Chancellor, with the approval of the Treasury, may make rules

(a) for regulating the office of the public trustee;

(b) for carrying into effect this Act;

(c) regulating the transfer to and from the public trustee of any property;

(d) regulating the accounts to be kept and the audit thereof;

(e) the regulation by the public trustee of any branch office.

Clause 14.—The expression "prescribed" means prescribed for the time being by rules under this Act.

This is a tolerably extensive list of powers, and it remains to be seen whether the Legislature is willing to depute the power of legislation to this extent. The attempt which is made to evade the objections to this course, by providing, in clauses 2 and 4, that the draft of any order or rule proposed to be made shall be laid on the table of each House for thirty days, and in clause 12 that the rules made under that section shall be laid before both Houses of Parliament forthwith after they are made, is practically illusory. There will be nothing to call the attention of members of either House to the draft or rules on the table, and the probability is that they will slip through entirely unobserved.

IT IS FAIR, however, to point out that in at least one particular attention has been paid to the criticism which the Bill received last year. We pointed out that clause 8 of the former Bill enabled the Lord Chancellor, with the approval of the Treasury, to decide the question "whether, and in what circumstances, the public trustee may employ a solicitor or banker other than the solicitor or banker employed by any co-trustee or other persons interested in the trust." We remarked that this was not a matter as to which the profession should be left in ignorance. We have no doubt that the matter was also strongly pressed by the Council of the Incorporated Law Society. This year we observe that this objectionable provision has been eliminated, and in place of it the following clause appears:—

"11.—(1) Where a [testator] settlor or other creator of any trust directs or authorizes the employment of any particular solicitor or bank, or where either the co-trustees of the public trustee or the persons appearing to the public trustee to be for the time being entitled to the income of the trust, or if they are infants, their guardians, require the employment of any particular solicitor or bank, that solicitor or bank shall be employed as the solicitor or bank to the trust, unless removed for good cause by the High Court upon the application of the public trustee or of any person appearing to the court to be interested in the trust.

"(2) Where it appears to the public trustee that any solicitor or bank has been ordinarily employed in matters connected with any trust or with the family matters of persons concerned in the trust, he may, on the application or with the assent of such persons as appear to him to be principally interested in the income of the trust for the time being, or of any of such persons, employ such solicitor or bank as the solicitor or bank to the trust.

"(3) Where a solicitor or bank is employed in pursuance of this section the Consolidated Fund shall not be liable to meet any liability arising from any default of such solicitor or bank, or from any matter of which such solicitor or bank had notice, but of which express notice in writing is not given to the public trustee."

These provisions will need careful consideration hereafter; and we should have been glad to see "shall," instead of "may," in sub-clause 2; but, so far as we can see, the clause in other respects meets the case very fairly.

LAST SESSION the Government found it impossible to introduce into their Tithe Rent-charge Recovery Bill, which originally merely added a county court suit against the occupier of the land to the existing remedies of the titheowner, the revolutionary changes which were proved to be necessary, and these have now been incorporated in the far more comprehensive Bill, both for recovery and redemption of tithe rent-charge, just introduced in the House of Commons. The general plan is to absolve the occupier from all liability, and to restrict the remedy to the appointment by the county court of a receiver of the rents and profits of the land. This is effected by sections 1 and 3, the first providing for the abolition of distress for recovery of tithe rent-charge and the substitution for it of an order to be made by the county court for payment of the amount due out of the rents and profits of the land, and the second providing that such order shall be executed by the appointment of a receiver of the rents and profits, but not personally against the owner of the land nor by sale of the land. Where the owner is also the occupier, he is to be regarded as tenant to the receiver at a rent equal

to the sum ordered to be paid. All this, however, is subject to special procedure in cases where the tithe rent-charge is in excess of the special rateable value of the lands, the latter expression being defined in section 2 (1) (a) as "the annual sum which would be the rateable value of those lands if the gross estimated rental thereof were calculated on the assumption that the landlord undertook to pay the tithe rent-charge." A certificate to that effect is to be obtained from the assessment committee, and upon production of this the county court judge will order the remission of the sum by which the amount of the tithe rent-charge exceeds such special rateable value. Apparently this is meant to prevent the recovery by the titheowner of more than the actual net value of the land, though it is possible that this result might have been attained in some more direct manner than by introducing the difficulties attaching to gross rentals and rateable values. Under section 5 proceedings for the recovery of tithe rent-charge must be taken within two years from the date at which it became payable, and section 6 provides for the relations between the landlord and the occupier in the matter. Henceforth the tithe is to be payable by the owner of the land only, notwithstanding any agreement to the contrary, and where it is now paid by the occupier under an existing contract, the latter is to become liable to pay, in addition to his rent, such sum in each year as the owner has actually paid in respect of the tithe rent-charge. Sections 8 and 9 substitute a new procedure for the redemption of rent-charges under and over twenty shillings respectively, and take the place of sections 3 and 4 of the Tithe Act, 1878. The chief alteration is that, instead of the amount of the commutation being fixed at twenty-five times the rent-charge, it is left in cases under twenty shillings to be fixed by the Board of Agriculture, and in cases over twenty shillings by agreement between the landowner and the titheowner, and also, where the latter is the incumbent, with the concurrence of the board. Section 10 states the principles upon which the board are to act, and in particular no regard is to be paid to the increased security of the rent-charge likely to be effected if the Bill becomes law. Section 12 replaces section 5 of the Act of 1878, and provides for the redemption of the rent-charge by the owner of the land when the land is about to be divided into plots for building or other purposes. Considering that, whether people like it or not, tithe has to be paid, and that it has to come ultimately out of the rents and profits of the land, the scheme propounded by the Bill seems a reasonable one.

TWO CASES, *Parsons v. Brand* and *Coulson v. Dickson*, decided in Court of Appeal No. 2 on Wednesday, of which a report will be found on a subsequent page, afford a fresh illustration of the stringent effect of section 9 of the Bills of Sale Act, 1882. That section, it will be remembered, provides that "a bill of sale made or given by way of security for the payment of money by the grantor thereof shall be void, unless made in accordance with the form in the schedule to this Act annexed." At the end of the form in the schedule are these words: "Signed and sealed by the said A.B." (that is, the grantor) "in the presence of me, E.F. [add witness's name, address, and description]." Section 8 provides that "every bill of sale shall be duly attested, . . . otherwise such bill of sale shall be void in respect of the personal chattels comprised therein." And by section 10, "the execution of every bill of sale by the grantor shall be attested by one or more credible witnesses or witnesses, not being a party or parties thereto." In one of the above cases the witness who attested the execution of the bill of sale by the grantor had written only his name in the attestation clause, omitting his address and description; in the other case the witness had added his address to his name, but had omitted his description. In each case the court held that the bill of sale was rendered void by section 9, on the ground that it was not made in accordance with the scheduled form. In the former case the court affirmed a decision of Lord Justice FRY and Mr. Justice MATHEW; in the latter case they affirmed a decision of Mr. Justice MATHEW. But in each case the court of first instance had acted on the authority of *Blankenstein v. Robertson*, in which DENMAN and WILLS, JJ. (reversing a decision of CHARLES, J.) held another bill of sale to be void on a similar ground. The Court of Appeal were of opinion that the address and description of the attesting witness were part of the statutory "form," because, when the direction, given by the words placed in italics and within

brackets, had been complied with, the address and description would be part of the bill of sale. Lord Justice COTTON and Lord Justice LOPES both thought that the addition of the address and description of the witness might well be considered by the Legislature a matter of substance. But it should be observed that Lord Justice LINDLEY expressed his regret at being compelled to hold a *bona fide* transaction void "because some t's were not crossed, and some i's were not dotted." And Mr. Justice MATHEW, in giving judgment in the second case, described the point as "a miserable technicality," and said that he felt humiliated at having to decide against the validity of a bill of sale on such a ground. We cannot but think that an Act, the provisions of which give rise to such comments by a judge of the High Court and a judge of the Court of Appeal, needs some amendment by the Legislature, who, in their desire to protect borrowers on the security of bills of sale, seem to have inflicted great hardships upon honest lenders.

A CURIOUS ILLUSTRATION, says a correspondent, of the mode in which rules of court are drafted, or rather the forms provided to be used in conjunction with them, is afforded by two forms given as an appendix to the rules of December, 1889, relating to referees and arbitrators. These forms are verbatim the same as the two for which they are substituted, except that one of them refers to the section of the Arbitration Act, 1889, instead of to the section of the Judicature Act, 1873. The second of these forms (appendix K. 33, ante, p. 110) contains the following unnecessary clauses:—(a) That the referee or arbitrator is to "have all the powers as to certifying and amending of a judge of the High Court of Justice." If we look at section 15 of the Arbitration Act, 1889, and R. S. C., ord. 36, r. 50, we find that he is to have the same authority in the conduct of the reference as a judge of the High Court. In a subsequent clause (b) "he may, if he think fit, examine the parties to the action, and their respective witnesses, upon oath or affirmation." Section 7 of the Act of last session gives him the power to administer oaths or to take affirmations of the parties and witnesses appearing. The next clause provides (c) "that the said parties shall produce before the [referee or arbitrator] all books, deeds, papers, and writings in their, or either of their, custody or power relating to the matters so ordered to be tried." On looking at R. S. C., ord. 36, r. 50, we find he is given the same authority with respect to discovery and production of documents as a judge of the High Court. In the next clause (d) that "neither the plaintiff nor the defendant shall bring or prosecute any action against the said [referee or arbitrator] or against each other or of concerning the matters so ordered to be tried." This clause is absolutely unnecessary in the case of an official referee or of an arbitrator appointed by order of the court, as may be seen by reference to section 15 of the Arbitration Act, 1889, which makes him an officer of the court. The next clause provides (e) "that, if either party, by affected delay or otherwise, wilfully prevent the said [referee or arbitrator] from making his report, he or they shall pay such costs to the other as the court or a judge may think reasonable and just." Seeing that the referee or arbitrator has the same authority in the conduct of the reference or trial as a judge of the High Court, this clause is unnecessary. He can make the subject a part of his report, and the court can deal with the "wilful prevention" in a suitable manner. The last clause runs as follows:—(f) "In the event of the said [referee or arbitrator] declining to act, or dying before he has made his report, the said parties may, or, if they cannot agree, one of the judges of the High Court may, upon application by either party, appoint a new [referee or arbitrator]." An official referee could not decline to act, and a special referee or an arbitrator is always known to be willing to act before being appointed, and in the event of any of them dying a course must be adopted similar to that which prevails when a judge dies. The court can, without this clause (f), appoint another referee or arbitrator, who could be empowered to adopt the evidence already taken or to begin the reference *ab initio*. The conclusion as to this form is, that if three-fourths of it had been omitted, as it might have been, having regard to the Act and the rules, the remaining one-fourth would have sufficed to effect the object.

MR. WARMINGTON'S BILL "to amend the law relating to the

liability of directors and others for statements in prospectuses and other documents soliciting applications for shares or debentures" is, of course, intended to amend the law as laid down by the House of Lords in the well-known case of *Derry v. Peek* (38 W. R. 33). The main provision is that "every prospectus . . . shall be deemed to contain a warranty by every . . . director . . . and by every other person who has authorized, or is responsible for, the issue of such prospectus that every statement of fact in such prospectus is true, and that every statement of, or extract from, any report or valuation of any engineer, valuer, accountant, or other expert contained in such prospectus is a true and fair statement of, or extract from, such report, and that such report was made by the person whose name it bears; and that the directors, or such other person as aforesaid, have reasonable ground for believing, and do believe, that such report was made in good faith, and that the person making the same was competent to report on the subject." It is added that any person taking shares or debentures upon the invitation of the prospectus may sue the directors, or other persons who are to be deemed to give the warranty, and "recover such damages as he would have been entitled to do if the warranty had been contained in a contract for the sale of the shares or debentures. But an important saving clause follows that no person shall be liable to any damages "if he shall prove to the satisfaction of the court . . . that he had made every reasonable inquiry and examination into the statements contained in such prospectus, and had reasonable ground to believe, and did believe, that the same were true." The Bill is a very important one. It has been suggested that the number of new companies greatly increased after the delivery of the judgment of the House of Lords in *Derry v. Peek*, and uncharitable persons have surmised that a considerable proportion of the directors of those companies, though all of them no doubt "as innocent as the white of an egg," had not reasonable ground. We think the Bill deserves consideration, though its effect would probably be only to put an end to any statements by directors in prospectuses and to substitute for them plausible reports by accountants and surveyors. It is to be observed that there is no provision that the Bill may not be "contracted out of."

IT IS PROVIDED, by section 65 of the County Courts Act, 1888, that either party to an action of contract pending in the High Court, in which the claim does not exceed £100, may at any time apply for an order to remove such action to the county court, and "on the hearing of the application, the judge shall, unless there is good cause to the contrary, order such action to be tried accordingly." In the case of *Ginner v. King*, which came before the Queen's Bench Division a few days ago, the court (Lord COLERIDGE, C.J., and FRY, L.J.) refused to make any order to remit, upon the ground that a question of mercantile law would probably arise with respect to the contract sued on. In other words, the court considered that good cause to the contrary was shewn within the meaning of section 65.

A prize has been founded by John Mackrell, Esq., who until lately practised at 21, Cannon-street, City, with a view of encouraging artied clerks to acquire, during their term of service, practical knowledge of and capacity to advise upon and transact matters of business which come within the province of a practising solicitor to advise upon and transact, as distinguished from the mere knowledge of the principles and practice of the law. The prize will be called "The John Mackrell Prize," and will consist of a fourth part of the annual dividend on a sum of £1,000 5 per cent. perpetual preference stock of the Millwall Dock Co., which will be awarded at each honours examination to the candidate who shall be reported to the council by the examiners to have shown himself best qualified to receive it. Questions will be set at the honours examination with special reference to the above prize.

A correspondent of the *Times* writes:—"Sir R. Palmer Harding, who has been the Chief Official Receiver in Bankruptcy for the High Court District since the passing of Mr. Chamberlain's Act in 1883, has sent in his resignation of that office, and will retire on the 31st inst. The president of the Board of Trade has approved of the appointment of Mr. George Welford, who for the past six years has been the senior assistant, to be the Senior Official Receiver in succession to Sir R. P. Harding, the title of Chief Official Receiver being abolished in future."

CONTRACTS FOR THE SALE OF A GOODWILL

THE decision just given by Mr. Justice KAY in the case of the *Bristol, Cardiff, and Swansea Aerated Bread Co. v. Maggs* emphasizes the doctrine that the sale of a goodwill does not prevent the vendor from carrying on his business in any way he pleases upon new premises, however near they may be to the old ones, and shews the necessity of introducing into the contract of sale all the stipulations upon which the purchaser will wish to rely in order to get full value for the purchase-money. It has, indeed, seemed passing strange to judges of no little eminence that any such necessity should exist, and that when a man has purchased a goodwill the law should not assist him to take advantage of it save to a very limited extent. In *Pearson v. Pearson* (27 Ch. D., at p. 159) Lord Justice LINDLEY said, "It startles a non-lawyer to be told that if he buys a business and its goodwill, the seller can immediately enter into competition with him next door"; and in *Ginesi v. Cooper & Co.* (14 Ch. D., at p. 598), the late Master of the Rolls, who tried vigorously to bring about a different state of things, prefaced his judgment with the remark that the command, "Thou shalt not steal," was as much a portion of the law of courts of equity as of courts of law.

The present state of things seems to be based chiefly, if not altogether, on Lord ELDON's remarks in *Crutwell v. Lye* (17 Ves., at p. 346) that goodwill is nothing more than the probability that the customers will resort to the old place, but, even if it be so, it is obvious to say that the vendor ought to do nothing that will have a direct effect in diminishing such probability, and this very reasonable proposition is sufficient to account for all the attempts in favour of the purchaser which were overruled by the Court of Appeal in *Pearson v. Pearson* (*supra*). Thus the soliciting of old customers by the vendor, which was restrained in *Labouchere v. Dawson* (L. R. 13 Eq. 322), would clearly diminish the probability of their resorting to the old place, and the decision was given by Lord ROMILLY, M.R., upon the very ground that the vendor had no right to destroy the value of what he had sold. In *Ginesi v. Cooper & Co.* (*supra*), again, JESSEL, M.R., not only restrained a trader from soliciting orders from his old customers, but professed his readiness to restrain him also from dealing with them. In *Leggott v. Barrett* (15 Ch. D. 306) he actually did so, but a first check was thereupon given to the new tendency by the Court of Appeal, and his order, so far as it did this, was reversed. As to soliciting orders, however, there was on that occasion no appeal, and this question was reserved for the case of *Pearson v. Pearson* (*supra*), which has for the present settled the matter. That was decided first by KAY, J., who, in the then state of the authorities, had little choice but to restrain the solicitation, and the case was then taken to the Court of Appeal. There a majority (BAGGALLAY and COTTON, L.JJ., LINDLEY, L.J., *diss.*) discovered that the law had been extended since Lord ELDON's day, and in spite of the length of time during which the extension had prevailed, and the eminence of the judges to whom it was due, back to Lord ELDON's standard the law was made to come. This was in 1884, and since that time it has been clear law that the vendor of the goodwill of a business can not only set up a rival business, but can also solicit his old customers. He may, in short, do everything he can to destroy the probability that they will resort to the old place, provided only that nothing he does is affected with fraud.

Such being the state of things, and the purchase of the goodwill of a business meaning so little, it is not to be wondered at that an agreement for purchase means no more, and, according to *The Bristol, Cardiff, and Swansea Aerated Bread Co. v. Maggs*, a purchaser who tries to make it mean more runs the risk of losing his agreement altogether. There the plaintiffs had contracted to buy from the defendant the lease and goodwill of his business for the sum of £450. So far the agreement rested upon two letters, one an offer by the defendant, the other an acceptance by the plaintiffs. Had the matter stopped here, there would have been a binding contract for sale indeed, but for the sale merely of such a valueless goodwill as that described above. Accordingly, in preparing the formal agreement, the plaintiffs' solicitor inserted a clause preventing the defendant from carrying on a similar business in the same town for a period of five years. With regard to this further negotiation took place, the result being that, before terms were agreed upon, the defendant had repented of his bargain and

had repudiated it. An action for specific performance was there-upon brought by the plaintiff company, and was decided against them by Mr. Justice KAY upon two grounds, neither of which, it seems to us, can be impeached. In the first place, according to what has been said above, the mere agreement for sale of the goodwill did not in itself impose any fetter upon the vendor, and therefore there was no obligation on his part afterwards to submit to one. Hence the insertion of a clause with this object was an attempt by the purchasers to introduce a new term into the contract. In the next place, upon the doctrine laid down by the House of Lords in *Hussey v. Horne-Payne* (4 App. Cas. 311), when this had been done, and it had been thus made clear that the original two letters did not express the whole intention of the parties, it was impossible afterwards to take them by themselves and treat them as a contract binding by virtue of the Statute of Frauds. It should be stated that the plaintiffs had now abandoned their demand for a restrictive covenant, and were prepared to take the bare goodwill at first mentioned. The result, therefore, was that, as the first agreement had turned out not to be a complete one, and as no subsequent one had been come to, there was nothing that could be enforced. The reasoning seems to us perfectly clear, and it would hardly be worth while to state it at length but for the very important practical bearing that it has—namely, that wherever there is any chance of the vendor of a goodwill entering upon a competing business—that is, wherever it is desirable that he should be put under personal restrictions, these must be contained in the preliminary agreement. In other words, it must be recognized that the sale of the goodwill is by no means of sole importance, and will not by itself carry what the parties probably intend, but that from the outset this must be supplemented by such personal agreements on the part of the vendor as will retain for it its ostensible value.

THE WORKING OF ORDER XIV.

A CORRESPONDENT, who does not take a very favourable view of the operation of this order, has sent us the following observations:—

The procedure has two main objects—the first being to put a stop to needless litigation, the second to protect a plaintiff from the trouble and loss likely to result from permitting a defendant to defend who was not able to satisfy the court or a judge that he had a *bond fide* defence to the plaintiff's action. In theory the practice is excellent, but there are dangers attending it, and there is no evidence to shew that in practice it has proved satisfactory. One of those dangers is that appeals may become so frequent as to defeat the first object with which the procedure was designed; another is that both judges and masters may be tempted to exercise so extensive a power with insufficient care, and, by constituting themselves the judges of facts in issue between the parties, inflict great hardship and loss upon litigants.

How often is a defendant satisfied that he has no defence and is ready to take the master's, or even the judge's, opinion upon the point as final? How often is he willing to be put upon terms without venturing an appeal? And how often is a plaintiff convinced that the decision of the master is correct, and that the defendant ought to be let in to defend either unconditionally or upon terms? In the absence of statistics, it is impossible to speak with exactness, but we venture to think that the order in question is one of the most fruitful sources of appeal, if not the most. Upon this ground alone, therefore, the wisdom and utility of the procedure is open to question, and it would be of considerable interest, as well as advantage, if at regular intervals statistics were published shewing the number of applications made under the order, and the number of instances in which the judge in chambers, the Divisional Court, and the subsequent courts of appeal are appealed to, with the nature and result of each appeal. With such statistics, which could be compiled without much difficulty, it would be easy to gauge the value of the procedure, and form a correct estimate of the time saved, and the advantages conferred by it upon the public at large.

As regards the second danger to which reference has been made, many practitioners have observed and protested against a growing tendency on the part of judges and masters to use the order as a means of depriving a defendant of his constitutional right to submit his case to the consideration of a jury. A judge's opinion

upon a question of fact may, or may not, be most valuable, but it is quite certain that the procedure was never devised with the object of enabling a judge to constitute himself the sole arbiter of pure questions of fact. One of the common law judges quite recently said in chambers that he refused to believe certain statements in a defendant's affidavit—statements not traversed even by the plaintiff, and which could have been proved up to the hilt had the defendant been allowed an opportunity of bringing the action to trial before a jury. It is not to be supposed that a judge, who has perhaps thirty appeals before him in a morning, or a master with a long list of summonses, can possibly give to each matter the time and attention which it would receive if properly tried in open court. There the whole machinery of the law is at the disposal of contending parties, oral testimony is given, and its value can be tested in cross-examination, books and documents can be produced, and every facility is provided for the ascertainment of the truth. Above all, if either party desires it, the questions in issue can be adjudicated upon by a special or common jury; and a verdict given after a full hearing by such a tribunal is in every way to be preferred in the public interest to the decision of a single master or judge, given after a few minutes' consideration, upon skillfully-drawn affidavits, and with insufficient materials before him to enable him fairly to judge between the parties.

In addition to these matters there is to be considered the danger of continuing the practice of putting a defendant upon terms. If a defendant has a defence at all, he ought, *a priori*, to be permitted to plead it without being hampered by any conditions whatever, and more especially by conditions of a harsh nature. To give judgment for a portion of the plaintiff's claim and unconditional leave to defend as to the remainder is one thing, but to say, "I am satisfied that you have a defence to this action, but I can only give you leave to defend upon paying the whole of the plaintiff's claim into court," is a thing which it may be gravely doubted whether it ought to be in the power of a judge to say. Such an order might be attended, and, doubtless, often is attended, with consequences to a defendant of a most seriously embarrassing kind. Only recently a master ordered several thousands of pounds into court within some few days, otherwise judgment for the plaintiff forthwith. The order was properly and fortunately reversed by the judge on appeal, and the judge's order was upheld by the Divisional Court. Had the master's order stood, the defendant might have been utterly unable, at that time, to raise so considerable a sum of money, judgment would have been signed, execution issued, and bankruptcy would very probably have ensued, the defendant all the time knowing he had a good defence to the claim, his defence being recognized by the court, and being of such a nature as to secure a verdict in his favour if the action went to trial. Here a most serious miscarriage of justice might have resulted, and, at any rate, an appeal, and the expense attendant upon it, were needlessly added to the costs of the action. The cause of such instances as the two to which we have referred is, as has already been stated, the increasing tendency of masters and judges to take upon their shoulders the responsibility of trying questions which should properly be tried in open court. Chamber work is invariably hurried through, and a procedure which may be made to sacrifice to expedition the interests of suitors must be watched with great jealousy.

Over and over again the Court of Appeal have laid down the principles which ought to govern all decisions under the order, and only recently the Master of the Rolls, in the case of *Sheppard v. Wilkinson* (Times L. R. for Nov. 6, 1889), spoke most emphatically upon the subject. His lordship said:—"The rule which has always been acted upon by this court in considering cases under order 14 was that the summary jurisdiction conferred by that order must be used with great care. A defendant ought not to be shut out from defending unless it was very clear indeed that he had no case in the action under discussion. There might be a defence to the claim which was plausible." And Lord Justice LORRE, in the same case, was equally emphatic. He said "that the summary powers given under order 14 ought to be exercised with the greatest care. It must be made reasonably clear that the defendant had no case before being put upon terms to defend, or judgment was signed against him. If he had a case, either by way of defence or counter-claim, he ought to be allowed to raise it."

It is an earnest desire to have the procedure in question thoroughly examined that has led us to draw attention to it, and lest abuses and miscarriages of justice should arise under it, it would be well if the judges, when sitting as a rule committee, would devote some consideration to the question, and see if it is not possible so to reconstruct the order as to render impossible the recurrence of such matters as those to which we have referred, as well as to prevent the possibility of a wrong being done to any person coming to the court for justice.

REVIEWS.

NEGLECTANCE.

PRINCIPLES OF THE LAW OF NEGLIGENCE. By THOMAS BEVEN, Barrister-at-Law. Stevens & Haynes.

This book may fairly claim to be one of the largest of modern legal treatises. It contains in one volume 1252 pages, and refers, at a rough computation, to some 5,000 cases, while the index alone (and this is certainly no bad feature) runs to 90 pages. At the beginning of his preface Mr. Beven refers to this "unusual bulk," and ascribes it to three causes. In the first place he has aimed, not merely at collecting authorities, but at discussing them; next, the law of negligence has recently undergone a rapid development; while, lastly and chiefly, his desire has been to err rather from superfluity than defect. We must confess to entertaining a feeling at first that the limits of moderation had been considerably exceeded, and that further consideration might have compressed the book without the sacrifice of anything that was practically useful; but after all the author is the best judge of such matters, and we are not disposed to quarrel with Mr. Beven for giving us too much of a good thing. In general, of course, it is of little use to set out fully all the details of the cases referred to, as the reader must almost invariably consult the reports for himself; but the case is different when an author is attempting a thorough re-examination of the principles upon which the cases themselves rest, and although the present work may not be convenient for carrying about, it will be a valuable addition to the bookcase.

Accepting it, then, as a comprehensive statement and examination of all the authorities bearing in any way upon the subject of negligence, it is important to understand the plan upon which these are arranged. Generally speaking, the main principles of the law of negligence must be considered, and then the manner in which these are applied to matters depending respectively upon contract or upon tort, and this is substantially the division adopted. Book I., under the heading of General Relations, deals first with the constitutive principles of the subject, and then with the liability for negligence which attaches to corporations, public bodies, and public officers. The special liability of a master for the acts of his servant has also to be dealt with, and this introduces a third part of the book treating exhaustively of the whole law of liability as it concerns master and servant, and including, of course, a discussion of the Employers' Liability Act, 1880. Book II. treats of the special relations arising out of contract, and contains, amongst other matters, a very able examination of the law as it is applied to bailments. Book III. concludes the matter with an exhaustive handling of special relations not arising out of contract, and includes, therefore, the application of the principle of negligence to cases of tort.

While, then, for guidance in particular matters, recourse may conveniently be had to the later parts of the book, the principles of the whole subject are to be found in the first half-dozen chapters. In chapter 1, on definitions of negligence, the main result arrived at appears to be that it is a matter very hard to define, and text-book writers and judges are shown to be equally at sea. The most successful definition, and the one which is favoured by the author, is the brief statement of Willes, J., in *Vaughan v. Taff Vale Railway Co.* (5 H. & N., at p. 688) that it is "the absence of care according to the circumstances," though the correctness of this is due, perhaps, to the fact that it merely says that negligence is equivalent to carelessness, and that, whether it is actionable or not, depends on circumstances. It would seem, then, that there is not much in general definitions, and Mr. Beven soon passes away from them. As to theories of liability in chapter 2 he is shorter still, and does little more than state the results of Mr. Holmes on the subject. Indeed, the learned discussion of that eminent writer in "The Common Law" leaves little to be said except that liability for negligence in all ordinary cases clearly rests on some blameworthiness in the defendant, and where a man is adjudged to act solely at his own risk, as in *Bylands v. Fletcher* (L. K. 3 H. L. 330), and apart from any question of personal default, this is founded on special grounds, and is outside the law of negligence altogether. Chapter 3, which

deals with the degrees of negligence, is, perhaps, the most original in the book, and a new and elaborate classification is suggested. The question is, whether the threefold division of *lata culpa*, *levis culpa*, and *levissima culpa*, said to exist in the Roman law, has any existence in English law, and as to this the author first draws a fundamental distinction between *lata culpa* and *levis culpa*, which he says differ not in degree only, but also in kind. The first is made to denote the neglect of the ordinary care which should be taken by people who are not specialists, and the latter the negligence of a good business man in matters relating to his business. Under each of these heads, in the next place, he seeks to shew that three degrees of negligence are recognized, and that in *lata culpa* the distinction is based upon the nature of the plaintiff's right as compared with that of the defendant, according as it is superior, equal, or inferior. The scheme must be read to be appreciated, but perhaps it does not amount to more than the plain proposition that actionable negligence is determined by the risk consequent upon the defendant's conduct. The slightest risk the less the degree of care which is required from him, and the greater, therefore, the negligence which is necessary to make him liable. This is strictly according to Mr. Justice Willes' definition, "absence of care, according to the circumstances." Under the head of *levis culpa*, it is clearly shown that varying degrees of diligence have been required, though the principles upon which the distinction rests are, perhaps, not very exactly stated. One thing, however, is clear, that the greatest diligence is required from railway companies, and generally in cases where the powerful agency of steam is employed. The existence of *levissima culpa* as a degree of actionable negligence may thus be taken to be established, but the author is not equally successful in his attempt to re-habilitate gross negligence, or, as it has been called, negligence with the addition of a vituperative epithet, as a distinct degree. He says that this is involved in the *crasse negligentia*, for which alone solicitors are said to be liable (p. 42), but elsewhere (p. 789) this is shown to mean simply, that the solicitor, clothed as he must be with special capacity, must exercise it with average diligence and skill, and is not responsible for mere mistake, and at p. 839, in discussing the liability of directors, it is said that *crasse negligentia* may well be applied to signify the neglect of a person of ordinary prudence and skill, as distinguished from that other degree of negligence which would affix liability where a special exercise of skill is in any way called for. It would seem, then, that under *levis culpa*, as used in the above sense, there are only two clearly recognizable degrees of negligence, one the negligence of ordinarily prudent people, and one the negligence of persons from whom, for special reasons, special care is required.

In chapter 4, on the limits of liability, there is some valuable work. The principle that when once a duty to observe care has been thrown upon anyone, A., no intermediate agent, B., upon whom no similar duty is cast, can incur liability or can prevent liability from attaching to A., is well worked out, and is shown to reconcile a number of cases which have sometimes been thought to be at variance. In this connection, too, a good deal of criticism is bestowed upon Lord Esher's somewhat sweeping assertion in *Heaven v. Pender* (11 Q. B. D. 503), that "whenever one person is by circumstances placed in such a position with regard to another, that everyone of ordinary sense who did think would at once recognize that if he did not use ordinary care and skill in his own conduct with regard to those circumstances he would cause danger or injury to the person or the property of the other, a duty arises to use ordinary care and skill to avoid such danger." Apart, however, from a remark which the author has previously made (p. 8) that this does not include cases where extraordinary care and skill are required, and from some damaging comments upon the logical form into which a part of the judgment of the Master of the Rolls was thrown, the criticism does not seem to amount to more than the proposition that in certain cases a man is not responsible for the consequential damage which his conduct may cause to the property or expectations of others, and this may well be accounted for in some other manner than by impugning the accuracy of the above dictum. In considering the decision of the Privy Council in *Victorian Railway Commissioners v. Coultas* (13 App. Cas. 222), that damages cannot be recovered for nervous or mental shock arising from sudden terror, but unaccompanied by actual physical injury, Mr. Beven has no difficulty in shewing the narrow view on which it rests, and how unsupported it is by the analogy of corresponding cases in the criminal law.

The remaining chapters, under the head of constitutive principles, deal with the *onus* of proof, contributory negligence, and Lord Campbell's Act, but into these, and into the great bulk of the work as a whole, space forbids our entering. We may, however, refer to the interesting discussion at p. 336 of the maxim *Volenti non fit injuria*, as applied between master and servant, and as explained by the recent cases of *Thomas v. Quartermaine* (18 Q. B. D. 685), and *Yarmouth v. France* (19 Q. B. D. 647), and also to the discussion at p. 682 of the law of negligence of railway companies as to passengers' luggage considered with reference to *Bergheim v. Great Eastern Railway Co.* (3 C. P. D. 221) and *Great Western Railway Co. v. Bunch* (13

App. Cas. 31). The reader who takes these as samples of the work will find how careful and exhaustive Mr. Beven has been, and how valuable a contribution he has made to the important branch of the law with which he has undertaken to deal.

CORRESPONDENCE.

DESCRIPTION AS A SOLICITOR.

[To the Editor of the Solicitors' Journal.]

Sir,—Will you kindly inform me, through the medium of your valuable paper, whether, in your opinion, or in that of any of your correspondents, a duly admitted solicitor who acts as a clerk to a firm and who has not taken out a certificate to practise, would be entitled to describe himself as a solicitor, as, for instance, in an attestation clause, or whether, in so doing, he would bring himself within the meaning of the 12th section of the Solicitors Act, 1874?

B. W. M.

[We have not hitherto obtained any authoritative statement on the subject, but we may observe that Lord Justice Cotton held in *Hill v. Kirkwood* (28 W. R. 358) that the Bills of Sale Act, 1878, requiring attestation by a solicitor, does not mean that he must be a practising solicitor.—ED. S. J.]

THE ROYAL COURTS.

[To the Editor of the Solicitors' Journal.]

Sir,—You are entitled to the thanks of the profession (if they are not included in the word public) for the letter you have inserted this week. But more is wanted, and the conveniences wanted can be made to pay their own expense in a short time if what I am told is true, that at Piccadilly-circus the public conveniences take £20 a week.

R. T.

March 3.

CASES OF THE WEEK.

Court of Appeal.

PARSONS v. BRAND; COULSON v. DICKSON—No. 2, 5th March.

BILL OF SALE—VALIDITY—ATTESTATION OF EXECUTION BY GRANTOR—NON-COMPLIANCE WITH STATUTORY FORM—OMISSION OF ADDRESS AND DESCRIPTION OF ATTESTING WITNESS—BILLS OF SALE ACT, 1882, ss. 8, 9, 10—SCHEDULED FORM.

In each of these cases the question arose, upon the construction of section 9 of the Bills of Sale Act, 1882, whether a bill of sale, given as security for a loan of money, was void by reason of its non-compliance with the statutory form, the non-compliance in one case being the omission of the address and description of the witness attesting the execution of the deed by the grantor, and in the other case the omission of the description of the attesting witness. Section 8 of the Act provides (*inter alia*) that "every bill of sale shall be duly attested, . . . otherwise such bill of sale shall be void in respect of the personal chattels comprised therein." By section 9 "a bill of sale made or given by way of security for the payment of money by the grantor thereof shall be void, unless made in accordance with the form in the schedule to this Act annexed." And by section 10, "the execution of every bill of sale by the grantor shall be attested by one or more credible witness or witnesses, not being a party or parties thereto." The schedule annexed to the Act contains a "form of bill of sale" made between A. B. (grantor) and C. D. (grantee), and at the end of the form are these words: "Signed and sealed by the said A. B. in the presence of me, E. F. [add witness's name, address, and description]." In the first of these two cases the attesting witness had simply subscribed his name to the attestation clause, not having added either his address or his description or occupation. But the affidavit, filed with a copy of the bill of sale on its registration, contained both the address and the description of the witness. A divisional court of the Queen's Bench Division (Fry, L.J., and Mathew, J.) held, upon appeal from a decision of the Woolwich County Court, that the bill of sale was made void by section 9. In so deciding the court followed a previous decision to the same effect of another divisional court (Deunman and Wills, J.J.) in *Blankenstein v. Robertson* (Times L. R., vol. 6, p. 178). In the second case the attesting witness, who was an accountant, had added to his name his address, "30, Coleman-street, E.C.," but had omitted to add his description, "accountant." The affidavit filed on the registration shewed, however, that the witness was an accountant. Mathew, J., held, on the authority of *Blankenstein v. Robertson*, that the bill of sale was void. But in the course of his judgment he said that the point was a miserable technicality, and that he felt humiliated at being bound to decide against a bill of sale on such a ground. In support of the appeals it was argued that the "form" of bill referred to in section 9 included only the terms of the contract between the parties, and that the words in the schedule at the end of the form in italics and placed in brackets were merely directory, and were not part of the "form." And reliance was

placed on the judgment of Bowen, L.J., in *Ex parte Stanford* (30 SOLICITORS' JOURNAL, 418, 34 W. R. 507, 17 Q. B. D. 259, 270) as shewing that a deviation from the statutory form was material only if it altered the legal effect of the statutory form, or was calculated to mislead those for whose protection the Act was intended. And it was urged that in the present case no one could be deceived, because the affidavits on the registration contained the information which was omitted in the attestation.

THE COURT (COTTON, LINDLEY, and LOPES, L.J.J.) dismissed both appeals. COTTON, L.J., said that the question was whether section 9 made these bills of sale void. There was nothing in the Act itself requiring that the name, address, and description of the attesting witness should be added. The question was whether either of these bills of sale complied with the requirement of section 9—that it should be made in accordance with the form in the schedule to the Act. Was there anything in the form in the schedule which required that the address and description of the attesting witness should be added? It had been argued that the direction at the end was not part of the "form" of the bill of sale; that the "form" referred only to that which gave effect to the contract between the parties, and that the reference in the schedule to the address and description of the attesting witness was only a direction added to the "form." In his lordship's opinion the meaning of the word "form" could not be cut down in that way. It was true that in most of the cases hitherto brought before the court the deviation from the statutory form was in that part of the bill of sale which embodied the contract between the parties. But in his lordship's opinion this provision could not be considered as a mere direction. He thought that the "form" meant by section 9 was that which the form would contain when the directions given in the schedule had been complied with. There were a number of blanks in the form which could not be filled up till the form was used, and any bill of sale which had not in it that which would be in the form when it was filled up was not made in accordance with the form. When the person who was the attesting witness in the particular case was known, the "form" would contain his name, address, and description. His lordship did not say that the omission in the present case would alter the legal effect of the bill of sale, but when Bowen, L.J., in *Ex parte Stanford*, said that a divergence from the statutory form was only material when it was calculated to give the bill of sale a legal effect differing from that of the statutory form, he was dealing only with the case of a variation which would alter the legal effect. The court must give effect to the provisions of the Act, however stringent they might be. But his lordship did not think that this was a purely immaterial matter. The Act of 1878 required that the execution of every bill of sale should be attested by a solicitor. That provision was repealed by the Act of 1882. The position of a solicitor gave some sort of assurance that he would see that everything was properly done, and when the Legislature took away that safeguard, they might well have thought it material that it should be shewn, by means of the address and description of the attesting witness, what sort of a man he was. This might well be considered a matter of substance. In the second appeal this provision pressed more hardly than in the first, but his lordship did not see how to depart from the directions contained in the schedule. LINDLEY, L.J., was sorry that he did not see his way to arrive at any other conclusion. It was always a painful thing to be compelled to hold that a *bona fide* transaction was void because some of its were not crossed and some of its were not dotted. But he could not see his way to hold that this direction was not part of the scheduled form. LOPES, L.J., said that the Act of 1882 imposed most stringent conditions both as to the form and as to the substance of bills of sale. It had been said that the Act was imperious and tyrannical. He was not sure that it was not intended to be so. He was not prepared to say that it was too imperious or too tyrannical. But the court had nothing to do with that. He thought the words "duly attested" in section 8 meant attested in accordance with the provisions of the Act and the form. At any rate section 9 was clear, that the bill of sale must be in accordance with the form, and the name, address, and description of the attesting witness was part of the form. It was plain that the form in the schedule could not contain the name, address, or description of the particular attesting witness, but, so soon as the directions in the schedule had been complied with, those things which were added became part of the bill of sale. It was impossible to say that a bill of sale was made in accordance with the statutory form when it was not executed and attested in the mode prescribed. In his lordship's opinion this was a matter of substance, and he thought that the same reasoning covered both the cases.—COUNSEL, A. E. Nelson; H. A. Forman; Channeil, Q.C., and A. J. Allen; Lane, Q.C. SOLICITORS, Morse, Hewitt, & Farman; George Whale; Allen & Sons; Harvey, Smith, & Co.

GARRARD v. EDGE—No. 2, 5th March.

APPEAL—SECURITY FOR COSTS—DELAY IN MAKING APPLICATION—OMISSION OF PREVIOUS REQUEST—COSTS OF APPLICATION.

This was an application that an appellant might be ordered to give security for the respondent's costs of the appeal. Notice of the appeal was served on the respondent on the 17th of February at 3 p.m. The appeal was from an interlocutory order, and the notice was given for Wednesday, the 5th of March. On the 1st of March the respondent served the appellant with notice of the motion for security for the costs of the appeal. No previous request for security had been made. On the hearing of the application for security it was objected on behalf of the appellant that it was made too late, the appeal itself being in the day's list for hearing, and the costs having been already incurred. And it was urged that in any event the applicant ought to pay the costs of the

application, because he had not, before coming to the court, asked the appellant to give security.

THE COURT (COTTON, LINDLEY, and LOPEZ, L.JJ.) ordered security to be given, but they gave no costs of the application. COTTON, L.J., said that, under ordinary circumstances, it would be too late to ask for security for the costs of an appeal when the appeal was in the day's paper for hearing, and the costs had been already incurred—that is, when it was owing to the applicant's own delay that the costs had been incurred before the application was made. But in the present case there had been no unreasonable delay on the part of the applicant. The notice of appeal was served on the afternoon of the 27th of February, and notice of the application for security was served on the 1st of March. It was true that no previous application for security was made by the respondent to the appellant, but it was obvious why that was not done. If the respondent had not served notice of his motion for security on the 1st of March, he would not have been in time for the next motion day—the 5th of March. Still, the court had laid down the general rule, that a respondent, before he gave notice of motion for security for the costs of an appeal, ought to apply to the appellant for security, and, therefore, no costs would be given of the present application. LINDLEY and LOPEZ, L.JJ., concurred.—COUNSEL, *Aston, Q.C.*, and *Chadwick-Healey; Marten, Q.C.*, and *Swinfen Eady*. SOLICITORS, *Robinson, Preston, & Stone; Francis & Johnson*.

O'SHEA v. O'SHEA AND PARNELL—No. 2, 27th February.

APPEAL—"CRIMINAL CAUSE OR MATTER"—ORDER OF ATTACHMENT OR FINE FOR CONTEMPT OF COURT—JUDICATURE ACT, 1873, s. 47.

The question in this case was whether an appeal would lie from an order inflicting a fine upon the appellant as a punishment for a contempt of court committed by him. Section 47 of the Judicature Act, 1873, provides that "no appeal shall lie from any judgment of the High Court in any criminal cause or matter, save for some error of law apparent on the record, as to which no question shall have been reserved for the consideration of" the Court for Crown Cases Reserved. In the present case the contempt consisted in publishing an article in a newspaper, which contained comments calculated to prejudice the fair trial of the suit. The suit was by a husband against his wife, claiming a divorce on the allegation that she had committed adultery with the co-respondent. Butt, J., inflicted a fine of £100 on the present appellant, holding that he was the person responsible for the publication of the paper, and ordered him to pay the costs, as between solicitor and client, of the husband of and incident to the motion to attach the appellant on which the order was made. On the hearing of the appeal the objection was taken that the order was made "in a criminal cause or matter," and that, therefore, by reason of section 47, an appeal would not lie. On behalf of the appellant it was contended that the order was made, not in any "criminal cause or matter," but in the divorce suit, and reliance was placed on the judgment of Cotton, L.J., in *Reg. v. Barnardo* (37 W. R. 789, 23 Q. B. D., at p. 308), in which he said that the true test whether an appeal would lie was, not whether "the act which originates the proceeding in which the order was made is a crime," but whether "the cause or matter in which the order was made is in the nature of a criminal proceeding." In that case the Court of Appeal held that an appeal would lie from an order of attachment against the defendant for contempt, on the ground that the order was made for the purpose of compelling obedience to a writ of *habeas corpus*, and was not, therefore, made in a "criminal cause or matter." Reference was made to *Reg. v. Jordan* (36 W. R. 797), in which, though the Court of Appeal heard an appeal against the refusal of a divisional court to quash an order for committal for contempt of court made by a county court judge, the contempt consisting of a personal insult offered to the judge by words spoken to him in court, the objection that there was no right of appeal was not raised by counsel. But, after the appeal had been heard and dismissed on its merits, Lindley, L.J., expressed a doubt whether the appeal ought to have been heard at all, on the ground that the order might be said to have been made in a criminal matter, and he said that the case "must not be taken as a precedent for hearing such appeals." Reference was also made to *Re Pollard* (L. R. 2 P. C. 120), in which the Judicial Committee of the Privy Council described contempt of court as "a criminal offence."

THE COURT (COTTON, LINDLEY, and LOPEZ, L.JJ.) held that the appeal would not lie, on the ground that the contempt was in the nature of a crime, and that the order was made by way of punishment, not in the divorce suit, but in an independent summary proceeding taken for the purpose of punishing the offence. COTTON, L.J., said that the point had apparently never been previously decided. The question was, whether the proceeding in which the order was made was a "criminal cause or matter" within section 47 of the Judicature Act, 1873. His lordship thought it was. In former cases similar to the present the point had not been dealt with, because it had not been raised. In *Reg. v. Jordan* doubts were suggested whether section 47 did not prevent the appeal being heard. But the Court of Appeal decided that case without having heard the point argued. The present proceeding was for a contempt of court. Of course in many cases of contempt of court there was nothing of a criminal nature. For instance, when there had been disobedience to an order made in a civil action there might be a motion to commit the disobedient person for contempt. In civil proceedings it frequently happened that the defendant did not perform certain acts which he had been ordered to do, or did something which he had been ordered not to do, and a motion to commit him for contempt ensued in order to compel his obedience. But here the contempt of court consisted in attempting to pervert the course of justice. That was a contempt of a criminal nature

Authorities had been cited which showed that an attempt to pervert the course of justice was a contempt in the nature of a criminal act. It was true that here the motion to attach was made by one of the parties to the suit, and not by the Attorney-General, but that made no difference. The petitioner was the person specially injured by that which was a public offence, but no fine or imprisonment could be inflicted unless a wrongful act had been committed. In his lordship's opinion, where, as here, there had been a wrongful act for which a fine or imprisonment was inflicted, although the motion was entitled in the matter of the action or suit, it was not a proceeding in that action or suit. *Reg. v. Barnardo* was distinguishable, because there the attachment was to compel obedience to an order made in a civil proceeding. Here the whole proceeding was for the purpose of punishing the appellant for contempt. That was a matter entirely outside the divorce suit. In his lordship's opinion section 47 of the Judicature Act, 1873, prevented the court from hearing the appeal. LINDLEY, L.J., was also of opinion that the court had no jurisdiction to entertain the appeal. The case came within section 47. His lordship regarded the appeal as an appeal from a summary conviction for a criminal offence. He would not say that it was an indictable offence. Whether it was so or not, it was a criminal offence which was punishable in a summary manner. He thought the order was made in a "criminal cause or matter" within section 47. No case had been cited adverse to that conclusion. In *Reg. v. Jordan* he had suggested that the court had no jurisdiction to hear such an appeal. *Reg. v. Barnardo* was an entirely different case. There were different kinds of contempt, and attachment was sometimes regarded as a civil proceeding. The court must not be misled by the word "contempt," or by the word "attachment." It must consider in each case what the nature of the contempt was. LOPEZ, L.J., concurred.—COUNSEL, *Sir Charles Russell, Q.C.*, *Asquith, Q.C.*, and *Roebill; Sir E. Clarke, S.G.*, *Indersieck, Q.C.*, *Lewis Coward*, and *J. Stewart Ozley*. SOLICITORS, *Lewis & Lewis; Wontner & Sons*.

High Court—Chancery Division.

BARLOW & JONES (LIM.) v. JOHNSON & CO.—Chitty, J., 27th February.
TRADE MARK—NAME OF NEW ARTICLE—EXCLUSIVE USER.

In this case the question arose as to the right of the plaintiffs to the exclusive user of the word "Osman" in connection with Turkish towels. It appeared that the plaintiffs were manufacturers of such towels, and in 1879 commenced to make a superior quality of special thickness, and with other qualities, and in 1886 they registered their label with the term "Osman" upon it, under the Patents, &c., Act, 1883. The label in question had been from the commencement used by the plaintiffs in connection with their superior class of towels. The defendants, who were also manufacturers of Turkish towels, contended that the term "Osman" was common to the trade.

CHITTY, J., said that he held upon the evidence that the term "Osman" in reference to Turkish towels denoted in the market goods of the plaintiffs' manufacture, and had no other meaning. The defendants, however, said that the plaintiffs' title to the name "Osman" must depend on their right as existing at the date of registration (as was admitted), and that the plaintiffs had no right to the name, because the law was that if a man produced or invented a new article of manufacture and gave it a new name by which it became known in the market the name became *publici juris* and could not afterwards be recaptured and appropriated for exclusive use. The defendants said that where an article for which a patent was obtained became known by a name connected with the patent, as in the cases of *Wheeler and Wilson Manufacturing Co. v. Shakespear* (39 L. J. Ch. 36) and *Re J. B. Palmer's Trade-Mark* (32 W. R. 306, 24 Ch. D. 604), exclusive property in the name was not permitted because there was no other designation for the article, and to hold otherwise would operate as an elongation of the patentee's term of monopoly under the patent. These authorities were not applicable to the present case. The plaintiffs never had any monopoly. It was open to the whole trade to make precisely similar goods and call them by any name they pleased. The defendants, however, also urged that where a new article was produced not under a patent and given a new name by which it became known, and which, when examined, was descriptive of the article, the name could not be appropriated by means of registration or by any other means. Amongst the cases cited in support of that proposition were *Re Leonard and Ellis's Trade-Mark* (32 W. R. 830, 26 Ch. D. 288), *Re Arbent's Application* (35 W. R. 527, 35 Ch. D. 248), and *Waterman v. Ayres* (37 W. R. 110, 39 Ch. D. 29). In those cases, however, the ratio decidendi was that the word in question was or had become descriptive of the new article with which it was connected. He, however, found upon the facts that the Turkish towels manufactured by the plaintiffs were not "new articles" in the sense contended for. All that the plaintiffs had done was to make certain improvements in the quality of the towels, and to this superior quality of towels they gave the name "Osman" by means of labels affixed to the goods. The name denoted nothing more than that the articles were of a particular quality and that the plaintiffs were the makers. The question whether the name denoted the article or the particular manufacture was a question of fact. In the present case he held upon the evidence that the term denoted the manufacture. Therefore the questions of law contended for by the defendants did not arise. His lordship gave judgment for the plaintiffs, with costs on the higher scale.—COUNSEL, *Romer, Q.C.*, *Lockwood, Q.C.*, *Moulton, Q.C.*, and *John Outter; Rigby, Q.C.*, *Finlay, Q.C.*, *Byrne, Q.C.*, and *E. S. Ford*. SOLICITORS, *Ernest Salaman; Phelps, Sidgwick, & Bidle, for Sale, Saddon, Hilton, Lord, & Neill, Manchester*.

Re CARLISLE, CLEGG v. CLEGG—North, J., 22nd February.

ARBITRATION—AGREEMENT TO REFER MATTERS IN DISPUTE—STAYING PROCEEDINGS IN ACTION—DISCRETION OF COURT—QUESTION OF LAW—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), ss. 4, 19.

In this case a question arose as to the discretion of the court, under the Arbitration Act, 1889 (which has now taken the place of the arbitration clauses of the Common Law Procedure Act, 1854), with regard to staying the proceedings in an action between persons who have agreed to refer matters in dispute between them to arbitration. Section 4 of the Act, which is, in substance, to the same effect as section 11 of the Common Law Procedure Act, 1854, provides that: "If any party to a submission, or any person claiming through or under him, commences any legal proceedings in any court against any other party to the submission, or any person claiming through or under him, in respect of any matter agreed to be referred, any party to such legal proceedings may, at any time after appearance, and before delivering any pleadings or taking any other steps in the proceedings, apply to that court to stay the proceedings, and that court, or a judge thereof, if satisfied that there is no sufficient reason why the matter should not be referred in accordance with the submission, and that the applicant was, at the time when the proceedings were commenced, and still remains, ready and willing to do all things necessary to the proper conduct of the arbitration, may make an order staying the proceedings." And by section 19: "Any referee, arbitrator, or umpire may, at any stage of the proceedings under a reference, and shall, if so directed by the court or a judge, state in the form of a special case for the opinion of the court any question of law arising in the course of the reference." In the present case a partnership deed contained a clause providing for the reference to arbitration, pursuant to the provisions of the Common Law Procedure Act, or any then subsisting statutory modification thereof, of any dispute "between all or any of the partners, or between any of them and the executors or administrators of any other or others of them, or between their respective executors or administrators, touching the construction of these presents or anything herein contained, or any account, valuation, sale, or division of assets or liabilities, or any other thing in any wise relating to the partnership, or the business or affairs thereof." The present action was brought (after the Act of 1889 had come into operation) by the executors of one deceased partner against two surviving partners and the executors of another deceased partner, to enforce a claim against the defendants jointly and severally for an amount alleged to be due to the plaintiff's testator in respect of his share and interest in the partnership. Before the delivery of any statement of defence, the defendant executors took out a summons asking that all proceedings in the action might be stayed, on the ground that the parties had agreed to refer the matter in dispute to arbitration. On behalf of the plaintiffs it was urged that the question in dispute was one of law, arising upon the construction of the deed, and that such a question ought to be decided by the court, and reliance was placed on *Lyon v. Johnson* (40 Ch. D. 579) as shewing that the court has a discretion as to staying proceedings. In support of the application *Randegger v. Holmes* L. R. 1 C. P. 679) was cited as shewing that it was no answer to an application for a stay of proceedings under section 11 that the difference was one of law if it was comprised in the agreement to refer.

NORTH, J., held that he had a discretion. So far as he could judge, the question in dispute was only one of law. It would be absurd to send such a question to an arbitrator, who would probably, under section 19, refer the question back to the court for decision. He should order the summons to stand over until after the defences had been delivered. Then either party could apply to him to decide any point of law which was raised. If, after that point had been decided, there remained any question of accounts, he could send that question to an arbitrator.—COUNSEL, *Hornell; Osamu-Hardy, Q.C., and Swinfin Eady; Napier Higgins, Q.C., and Benn. SOLICITORS, Merriman, Fike, & Co.; Snow, Snow, & Fox; J. E. Phillips.*

Re HOLDER—North, J., 1st March.

PRACTICE—JUDGMENT DEBTOR—PETITION FOR SALE OF INTEREST IN LAND—FORM OF ORDER—27 & 28 VICT. c. 112.

This was a petition by a judgment creditor, to whom his judgment debtor's interest in some land had been delivered in execution by means of the appointment of a receiver, for the sale of that interest. A question was raised as to the proper form of the order.

NORTH, J., adopted the form given in *Seton on Decrees*, 4th ed., p. 1137, but modified in accordance with the decision of Chitty, J., in *Re Cooper* (37 W. R. 330), the principal modification being that, instead of an order that the debtor do pay the amount found due from him to the petitioner under or by virtue of the judgment, a direction was given that, in default of payment by the debtor of the amount found due within a month after the date of the certificate, his interest in the land should be sold.—COUNSEL, *Whinney. SOLICITORS, Doyle & Son.*

ZUCCATO v. YOUNG—North, J., 28th February.

PRACTICE—SETTING ASIDE WRIT FOR IRREGULARITY—MISDESCRIPTION OF DEFENDANT—ENTRY OF CONDITIONAL APPEARANCE—R. S. C., XII., 30.

This was a motion by the defendant to set aside the writ in the action and the service thereof, and all subsequent proceedings in the action, on the ground of irregularity. The action was brought to restrain an alleged infringement of a patent belonging to the plaintiff. In the writ the defendant was described as "J. L. Young, carrying on business as The Edison Mineograph Co., at 60, Ludgate-hill." The defendant had entered a conditional appearance in the following terms:—"For the defendant,

J. L. Young, sued as carrying on business as The Edison Mineograph Co., but who denies that he is carrying on business as The Edison Mineograph Co." The notice of motion asked that the writ, &c., might be set aside, "on the ground that the said writ of summons described and was issued against the said defendant as carrying on business as The Edison Mineograph Co. at No. 60, Ludgate-hill, in the city of London, whereas the defendant, J. L. Young, does not carry on business, and has no interest in the business carried on as The Edison Mineograph Co., at No. 60, Ludgate-hill, and on the ground that No. 60, Ludgate-hill aforesaid is not the usual or proper address of the said defendant." There was evidence that an agent of the plaintiff had gone to 60, Ludgate-hill, on which house the name of The Edison Mineograph Co. appeared, and had there purchased an instrument which was alleged to be an infringement of the plaintiff's patent. The agent deposed that the defendant had then been pointed out to him as the manager of the business. The defendant made an affidavit in which he said that the business belonged to his brother, and that he himself had no interest in it, though he had lent money to his brother for the purposes of the business.

NORTH, J., refused the application. If the writ was originally irregular, the defendant had set the proceedings right by the conditional appearance which he had entered. If the amended title of the action were used in the subsequent proceedings, those proceedings would be perfectly regular, and no prejudice would be caused to the defendant. His lordship made the costs of the motion costs in the action.—COUNSEL, *Bramwell Davis; Willis Bund. SOLICITORS, Carruthers; Paddison, Son, & Fullilove.*

High Court—Queen's Bench Division.**MORGAN v. HUTCHINS—26th February.**

MASTER AND SERVANT—EMPLOYERS' LIABILITY ACT, 1880 (43 & 44 VICT. c. 42) s. 1, SUB-SECTION (1)—DEFECT IN CONDITION OF MACHINERY—DANGEROUS MACHINE.

The question in this case was whether a machine which was in good order and effective for its purpose, but dangerous to the workman using it, was, from the fact of the danger, defective within the meaning of sub-section (1) of section 1 of the Employers' Liability Act, 1880, so as to entitle the workman to recover from his employers damages for personal injury. The plaintiff was a boy employed at the defendants' factory to feed a pressing machine with pieces of leather which he had to insert between rollers. Close to the rollers, and not fenced off from the place where the boy worked, was a set of cog-wheels, by which the machine was worked. In attempting to straighten a piece of leather which was about to be pressed, the boy's hand slipped and was caught by the cog-wheels, with the result that he lost two fingers. At the trial in the county court a Government inspector of factories stated that the machine would be very dangerous even to adults, owing to the cog-wheels not being fenced off, and that he had spoken of this to the defendants in the year 1885 and subsequently. The jury found that there was a defect in the condition of the machinery, and gave a verdict for the plaintiff, with damages. The defendants appealed, contending that if the machine was fit for its work it was not defective; danger to the workman of itself did not constitute a defect. *Walsh v. Whiteley* (21 Q. B. D. 371) was relied on as to this point by both sides.

LORD COLERIDGE, C.J., said that there was abundant evidence for the jury to come to the conclusion to which they came. Personal injury to a workman was actionable if it were caused "by reason of any defect in the condition of the ways, works, machinery, or plant connected with or used in the business of the employer," and to that must be added, according to the judgment of the Court of Appeal in *Walsh v. Whiteley*, that there must be negligence on the part of the employer. The word "condition" included the surrounding circumstances, the way in which the machinery was to be used; the defect need not be in the machine itself. One of the surrounding circumstances in this machine was that it was to be used by men, and even by boys; it must have human skill brought to bear upon it to make it useful. If danger were a defect it was clearly present here, and that owing to the negligence of the employer, who had been warned of it. The only question remaining was, whether manifest danger to the workman was a defect within sub-section (1). If the Court of Appeal had decided that it was not, that was binding upon him; but he could find no such case. The principle of *Hicks v. Samuelson* (12 Q. B. D. 30) seemed to him to carry with it the point which was being decided in the present case; it seemed to shew that a machine which, although proper and effective for its own purpose, was not safe for the workman, was defective. It was said that *Walsh v. Whiteley* decided differently. But in that case all the judges held that danger was a defect, and the majority held that there must be negligence on the part of the employer. That was the governing principle of that decision, and it was different from the ground of the present decision, for here the negligence which was absent in the former case was abundantly present. Lord Esher, M.R., said that this section was designed to protect the workman, and yet the argument for the employer was that, although the machine was defective with regard to the safety of the workman, that was not a defect within the section. The machine had to be fed by a workman, and was useless unless there was a man to work it; if it was dangerous to him, that was a defect in the condition of the machine, of which he was a necessary part. That was the opinion of all the judges in *Walsh v. Whiteley*. If the majority of judges had thought differently, they would not have had to consider the other point—the negligence of the employer. They held there that, although there was a defect, there was no negligence, and, therefore, no right to recover. Against that decision

his lordship would not act, either in that court or in the Court of Appeal; but in the present case negligence on the part of the employer was proved; the case was, therefore, outside the decision in *Walsh v. Whiteley*, and the appeal must be allowed. Appeal allowed.—COUNSELL, *Radcliffe*; *Upjohn*. SOLICITORS, *Corben & Greener*, for *Gregory, Graham, & Baldwin*, Bristol; *Brumskill & Co.*, for *Gore*, Bristol.

DAVIES v. ANDRE—12th February.

PRACTICE—ACTION AGAINST FIRM—SERVICE OF WRIT ON PERSON WHO DENIES THAT HE IS A PARTNER—CONDITIONAL APPEARANCE—RIGHT TO DEFEND—R. S. C. IX, 6; XII, 15, 16; XLII, 10.

The question raised in this case was in what way a person who had been served with a writ in an action against a firm (the writ not stating in what capacity he was served) could enter an appearance, and dispute both the fact of his being a partner in the firm and the amount of the claim. The writ was issued against *André & Co.*, indorsed with a claim for goods supplied, and was on the 2nd of November, 1889, served upon one *Rath*, whose connection with the firm of *André & Co.* was a matter of dispute. There was nothing to shew whether it was served upon *Rath*, under ord. 9, r. 6, as a person having "the control or management of the partnership business," or whether he was sued as a partner. The place where the writ was served was *Rath's* residence, but there was evidence shewing that some of the partnership business had recently been carried on there. *Rath*, by leave of a master, entered a conditional appearance, at the same time denying that he was a partner. On appeal *Field, J.*, struck out the word "conditional" and the denial of his being a partner, but allowed the appearance. The plaintiff appealed on the ground that *Rath* was not being sued, and that his appearance would delay judgment against the real defendants, *André & Co.*; after that judgment had been obtained, the question of *Rath's* liability as a partner could be raised under ord. 42, r. 10.

THE COURT (DENMAN and WILLS, JJ.), after holding that service under the above circumstances was good service upon *André & Co.*, and that, until it was established that *Rath* was a partner, it must be taken as having been made upon him as having the control of the partnership business, said that the effect of ord. 12, rr. 15, 16, was that in circumstances like the present a man could not appear unconditionally without admitting that he was a partner. If he were willing to do that, he could defend the action, and judgment would go against the firm for the amount (if any) really due. Execution might then go against the person who had so appeared under ord. 42, r. 10. If, again, a person who had been served as a partner appeared in his own name, he could dispute the fact of partnership as well as the amount of the debt, and if he did not choose to contest either point, execution would rightly go against him. But if he were not served as a partner he was in this position: If he appeared, he treated himself as being sued as a partner, which was equivalent to admitting that he was one; if he did not take that course, he had no right to appear at all, and, indeed, it was doubtful whether, even making the admission, he could appear, not being sued as a partner. The result was that he could not prevent judgment going against the firm for the full amount claimed, and then, when, under ord. 42, r. 10, it was sought to make him liable as a partner, it was too late to question the amount of the judgment. It could not be right that a person against whom a plaintiff might ultimately claim on the score of his being a partner could be heard to dispute the amount of the claim only on the terms of admitting his partnership or to dispute the partnership only on the terms of being shut out from questioning the amount. The dilemma was one calling for the attention of the Rule Committee. Some such alteration was needed as that where leave was sought to issue execution under ord. 42, r. 10, the judge might grant to the person affected (upon terms, if necessary) leave to dispute the claim as well as the fact of partnership. In the present case, if the plaintiff would undertake not to issue execution against *Rath* as being a member of the firm, the appearance would be struck out, and judgment might be signed against the firm. Otherwise the conditional appearance would be restored, and an issue would be directed as to the question of partnership, and when that was decided the appearance could be either struck out or allowed unconditionally. That might be an extension of the procedure by way of conditional appearance, but if it were so it was rendered necessary by the impossibility of doing justice in this case under the rules.—COUNSELL, *Lawson Wallen*; *Terrill*. SOLICITORS, *Leary & James*; *Fallanes & Co.*

Bankruptcy Cases.

Ex parte KIBBLE, Re HAYNES—Q. B. Div., 19th February.

BANKRUPTCY—PETITION OF CREDITOR WRONGFULLY DISMISSED—RECEIVING ORDER MADE ON DEBTOR'S OWN PETITION—PRACTICE—BANKRUPTCY ACT, 1883, s. 7.

A question of considerable practical importance arose in this case. The case was an appeal from an order of the registrar of the Banbury County Court dismissing a petition for a receiving order presented by the appellant against the debtor on the ground that the act of bankruptcy had not been proved. The act of bankruptcy alleged was that the debtor had executed an assignment for the benefit of his creditors, but on the deed of assignment being produced, the date of it was found to be in blank. It was shewn by examination of the debtor that the deed was executed at 10.30 on the 23rd of December, 1889, the petition being presented at 3 o'clock in the afternoon of the same day, and the registrar refused to make

a receiving order, being of opinion that a petition could not be presented the same day as that on which the act of bankruptcy had been committed. It was now admitted that the registrar was wrong in his decision, but the proceedings had been further complicated by the fact that on the 9th of January, 1890, the debtor presented his own petition, upon which a receiving order was made, and the debtor adjudicated bankrupt. The appellant appealed from the order dismissing his petition on the ground that, by the wrong decision of the registrar, he had been deprived of his costs, and had been prevented from having the carriage of the proceedings. The Board of Trade opposed the appeal only to the extent that it was erroneous if it asked for another receiving order to be made against the debtor, but no objection was offered to the creditor having his costs if the court should think fit. It was, however, pointed out by the court that a question of serious importance might arise supposing a payment had been made by the debtor which could be attacked as an undue preference under the earlier petition, but could not be so attacked under the later petition, and it was intimated that some steps must be taken to obviate that difficulty.

THE COURT (CAVE and A. L. SMITH, JJ.) directed that the order of the registrar dismissing the petition must be set aside. The receiving order made against the debtor to be amended as if dated the 3rd of January—the date when the petition was dismissed—and to be deemed to be made on the petition of the creditor. The proceedings to go on as they were now doing, but the order must be re-issued.—COUNSELL, *Herbert Reed*; *Muir Mackenzie*. SOLICITORS, *Smith & Son*; *The Solicitor to the Board of Trade*.

County Courts.

HOBBS v. CATHIE (BALL, 3rd party)—Brompton, 23rd February.

ADMISSIBILITY OF STAMPED DOCUMENT.

In this case the plaintiff sued as the holder of the defendant's cheque for £42, given to the plaintiff by one *Ball* on the purchase of two horses, and which cheque *Ball* had received from the defendant on the sale to him of another horse by *Ball* "warranted sound." The defendant alleged that the horse so sold to him was not sound, and was sold to him by *Ball* in fraud, and that the plaintiff had knowledge of such fraud at the time he received the cheque. At the first trial the learned judge held that there was no evidence affecting the plaintiff with the alleged fraud, and directed a verdict in his favour, but on appeal a divisional court held, after "considerable discussion, that there was some evidence, and sent the case down for a new trial" (County Court Chronicle, vol. 12, p. 284). On the first trial a point was also raised as to whether the cheque in question was admissible in evidence under the circumstances hereafter fully stated, with reference to the 17th, 24th, and 54th sections of the Stamp Act, 1870, and the Divisional Court left the point open "for reconsideration by the judge of the county court" on the new trial. At the new trial this day counsel were not agreed as to what evidence the Divisional Court thought to affect the plaintiff, and with regard to the stamp question they stated that the judges of the Divisional Court had expressed no opinion. At the second trial other evidence was adduced by the defendant besides that adduced by him in support of his plea of fraud, and the learned judge left the whole case to the jury, who found that *Ball* had sold the horse to the defendant in fraud, but that the plaintiff had no knowledge of the same when he received the cheque. The stamp question remained, as to which the following were the undisputed facts:—The cheque in question was given by the defendant to *Ball* unstamped, and handed to plaintiff by *Ball* stamped with a penny stamp but uncanceled, and it was forthwith paid by the plaintiff into his bank, where it was cancelled by a clerk, and afterwards presented and dishonoured.

Judge STONOR held that, the cheque being duly stamped and cancelled when tendered in evidence, the court would not enter into collateral inquiries as to its cancellation, but would "look at the instrument itself alone," according to the ruling of the court in *Gatty v. Fry* (2 Ex. D. 265). Judgment was therefore entered for the plaintiff against the defendant, with costs, and likewise for the defendant against the third party, with costs.—COUNSELL, *Kisch*; *Morton Smith*.

NEW ORDERS, &c.

ORDER OF COURT.

Wednesday, the 5th day of March, 1890.

Whereas, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich respectively, it is expedient that a portion of the causes assigned to Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling should for the purpose only of hearing or of trial be transferred to Mr. Justice Kekewich; now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the schedules hereto be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling to Mr. Justice Kekewich, for the purpose only of hearing or of trial and be marked in the cause books accordingly. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

FIRST SCHEDULE.

FROM MR. JUSTICE CHITTY

In re Henry Brooks, dec H. Brooks & Co., ld Set down Nov. 11, 1889
v Brooks & anr Rose v H. Brooks & Co., ld
1888 B 6,109

Sutcliffe v Wardle 1889 S 840	Set down Nov. 12, 1889
Stephenson v Simpson 1884 S 1,310 Birmingham D. R.	" " 16, "
Sichel v Wilson 1889 S 1,631	" " 19, "
Reld v Scott 1888 R 2,394	" " 19, "
Miners v Henry 1889 M 1,464	" " 21, "
Earl of Carnarvon v Kennedy 1889 C 3,203	" " 22, "
Nunday v Seal 1889 N 1,443	" " 23, "
McClatchie v Haslam 1889 M 368 Nottingham D. R.	" " 25, "
In re J. Exton, dec Exton v Breaks Breaks v Breaks Breaks v Exton 1889 E 449	" " 26, "
Tatham v Hewitt 1889 T 1,343	" " 29, "
Filder v Hollings & anr 1889 F 546	" " 29, "
Berens v Thomas 1889 B 2,884	" " 30, "
Lakin v Watson 1889 L 405	Dec. 3, "
Bown v Hart, the younger 1889 B 725	" " 7, "
Cotton v Pooles 1889 C 1,421	" " 10, "
Abdy v Hesketh, Bart. 1888 A 687	" " 12, "
James v Smith 1889 J 336	" " 14, "
Scrutton v Massey 1889 S 1,788	" " 19, "
Bowyer v Burton 1889 B 1,016	" " 20, "
Rickards v Wasbrough 1887 R 726	" " 20, "
Bailward v De la Chapelle 1889 B 286	" " 21, "
Robertson v Robertson 1889 R 1530	" " 23, "
Callow v Elgood 1889 C 1,199	" " 23, "
Callow v Texas Siftings Publishing Co., ld 1889 C 1,301	" " 28, "
Stelfox v Abbotts 1889 S 1,757	" " 31, "
Lindsay, Gracie, & Co. v Northumberland Steamship Freight, &c, Association 1888 L 879	Jan. 4, 1890
Farrer v Gwynne 1889 F 1,224	" " 6, "
De Francesco v Barnum 1889 D 1,890	" " 6, "
Lewin v Carr 1889 L 1,393	" " 8, "
Smith v Kennedy 1889 S 3,840	" " 8, "
Stephens v Hawthorne 1889 S 2,382	" " 9, "
Evans v Mason 1889 E 206	" " 11, "
Lougher v Hern 1888 L 2,438	" " 13, "
Macloed v Luce 1888 M 3,668	" " 14, "
In re W. Bowden, dec In re J. W. Baxter, dec In re D. Groatorex, dec Andrew v Cooper 1889 B 1,331	" " 14, "
Hughes v Bird 1889 H 2,896	" " 18, "
Dewrance & Co. v Bell's Asbestos Co., ld 1888 D 2,043	" " 18, "
De Francesco v Barnum 1889 D 2,112	Feb. 4, "
Howe v Smithurst 1889 H 1,509	" " 5, "

SECOND SCHEDULE.

FROM MR. JUSTICE NORTH.

Birkin v Wing 1889 B 600	Set down July 24, 1889
Aas v Benham 1888 A 1,164	" " 25, "
Handley v Hazlehurst 1888 H 4,127	" " 31, "
Municipal Freehold Land Co., ld v Viscount Pollington & ors 1888 M 3,475	" " 31, "
Scheyer v Willett 1889 S 125	Aug. 5, "
Hoskins v Salzmann 1888 H 2,074	" " 6, "
Rawes v Chance Bros. 1888 R 2,412	" " 6, "
Spink v Ashley 1888 S 3,036	" " 9, "
Peacock v Beadel 1889 P 568	" " 9, "
Baxter v Taylor 1888 B 5,031	" " 10, "
Allen v Parkes 1888 A 586	" " 12, "
Florence v Mallinson 1888 F 931	" " 16, "
Pound v Ellis 1889 P 1,602	" " 16, "
Tuppenny v Neve Macintosh v Neve 1888 T 1,975	" " 16, "
Bourne v Collis 1888 B 5,737	" " 26, "
Wray v Singer 1889 W 884	Sept. 18, "
Foyster v Tucker 1889 F 216	Oct. 18, "
White v Braund 1889 W 1,746	" " 24, "
Canaficio Ferrarese v Mylrea 1888 C 3,280	" " 24, "
Patchett v Burnham 1889 P 1,382	" " 30, "
Dicker v Popham, Radford, & Co. 1888 D 1,959	" " 31, "
Apollinaris Co., ld v Snooks, trading, &c. 1889 A 873	Nov. 14, "
Gardner v Mayor, &c., of Newbury 1889 G 2,526	" " 15, "
Davenport v Read 1879 D 2	" " 19, "
Fitzherbert v Edwards 1889 F 1,357	" " 20, "
Re Lewin Re Gladwin Lewin v Fox 1889 L 406	" " 20, "
Thomas v Hankey 1888 T 1,185	" " 20, "
Evans v Rees 1889 E 407	" " 20, "
Butler v Salter 1889 B 3,078	" " 23, "
The Sapphire Gold and Silver Co., ld v Gunn 1887 S 1,760	Dec. 2, "

THIRD SCHEDULE.

FROM MR. JUSTICE STIRLING.

Strousberg v Sanders 1888 S 2,367	Set down Aug. 2, 1889
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Pegler v Harris 1889 P 1,291	Set down Aug. 9, 1889
Langrish v Weeks 1888 L 2,094	" " 10, "
Whiteley v James 1889 W 718	" " 10, "
Schwarz v Weller 1889 S 1,036	" " 12, "
Rathbone v Robinson 1888 R 808	" " 22, "
Thomson v Macdonald & Co. 1889 T 752	Sept. 7, "
Tapson v Bosworthick 1888 T 1,362	Oct. 22, "
Wainwright v Ditcham 1888 W 3,424	" " 26, "
Jagger v Farr 1889 J 207	" " 31, "
Re Sellers Sellers v Fearnley 1888 S 2,196	Nov. 2, "
Saunders v J. Brown & Co., ld 1887 S 5,530	" " 4, "
In the Matter of the Patents, Designs, and Trade-Marks Act, 1883 Re Fuller, Smith, & Turner	" " 4, "
Brown & anr v The Brazilian Imperial Central Bahia Railway Co., ld 1888 B 6,138	" " 8, "
Kroll v Brand 1889 K 405	" " 11, "
Hollands v Shepherd 1889 H 2,066	" " 11, "
Fletcher v Wood 1889 F 1,014	" " 15, "
Adams v Adams Adams v Adams 1889 A 818	" " 16, "
Savage v Tidman 1889 S 2,285	" " 25, "
Speak v Calam 1889 S 2,414	" " 28, "
Grosvenor v Thompson 1889 G 694	" " 29, "
Price v King 1887 P 1,674	" " 19, "
Bown v Centaur Cycle Co. 1889 B 2,997	Dec. 4, "
Re Warner Warner v Warner 1889 W 2,024	" " 5, "
Holroyd v Kempf 1889 H 384	" " 5, "
Streeter v Halliday 1888 S 5,000	" " 6, "
Johnson v Francis 1889 J 1,229	" " 6, "
Knaggs v Cameron 1889 K 36	" " 10, "
Herlitz v Launn 1889 H 1,164	" " 10, "
Jones v Dinas Steam Colliery Co., ld 1889 J 672	" " 11, "

HALSBURY, C.

N.B.—Parties concerned in cases in the above transfer list must be ready for trial before Mr. Justice Kekewich on and after Monday, the 17th of March. Actions not ready for trial in their turn will be placed in a deferred list, and not taken until all the others have been disposed of.

The following is a list of the transferred actions placed in the order in which they will come into the daily list:—

Birkin v Wing	Set down July 24, 1889
Aas v Benham	" " 25, "
Handley v Hazlehurst	" " 31, "
Municipal Freehold Land Co., ld v Pollington	" " 31, "
Strousberg v Sanders	Aug. 2, "
Scheyer v Willett	" " 5, "
Hoskins v Salzmann	" " 6, "
Rawes v Chance Bros.	" " 6, "
Spink v Ashley	" " 9, "
Peacock v Beadel	" " 9, "
Pegler v Harris	" " 9, "
Baxter v Taylor	" " 10, "
Langrish v Weeks	" " 10, "
Whiteley v James	" " 10, "
Allen v Parkes	" " 12, "
Schwarz v Weller	" " 12, "
Florence v Mallinson	" " 16, "
Pound v Ellis	" " 16, "
Tuppenny v Neve	" " 16, "
Rathbone v Robinson	" " 22, "
Bourne v Collis	" " 26, "
Thomson v Macdonald	Sept. 7, "
Wray v Singer	" " 18, "
Foyster v Tucker	Oct. 18, "
Tapson v Bosworthick	" " 22, "
White v Braund	" " 24, "
Wainwright v Ditcham	" " 26, "
Canaficio Ferrarese v Mylrea	" " 28, "
Patchett v Burnham	" " 30, "
Dicker v Popham, Radford, & Co.	" " 31, "
Jagger v Farr	" " 31, "
Re Sellers Sellers v Fearnley	Nov. 2, "
Saunders v J. Brown & Co., ld	" " 4, "
Re The Patents, Designs, and Trade-Marks Act, 1883 Re Fuller, Smith, & Turner	" " 4, "
Brown & anr v Imperial Central Bahia Railway Co., ld	" " 8, "
Re H. Brooks H. Brooks & Co., ld v Brooks & anr Rose v H. Brooks & Co., ld	" " 11, "
Kroll v Brand	" " 11, "
Hollands v Shepherd	" " 11, "
Sutcliffe v Wardle	" " 12, "
The Apollinaris Co., ld v Snook, trading, &c.	" " 14, "
Gardner v Mayor, &c., of Newbury	" " 15, "
Fletcher v Wood	" " 15, "
Stephenson v Simpson	" " 16, "
Adams v Adams Adams v Adams	" " 16, "
Sichel v Wilson	" " 19, "
Reld v Scott	" " 19, "
Davenport v Read	" " 19, "
Fitzherbert v Edwards	" " 20, "

Re Lewis Re Gladwin Lewin v Fox	Set down Nov. 20, 1889
Evans v Rees	" " 20, "
Thomas v Hankey	" " 20, "
Minera v Henry	" " 21, "
Earl of Carnarvon v Kennedy	" " 22, "
Nundy v Seal	" " 23, "
Butler v Salter	" " 23, "
McClatchie v Haslam	" " 25, "
Savage v Tidman	" " 25, "
Re J. Exton Exton v Breaks Breaks v Breaks	" " 26, "
Breaks v Exton	" " 28, "
Speak v Calam	" " 29, "
Tatham v Hewitt	" " 29, "
Filder v Hollings & anr	" " 29, "
Grosvenor v Thompson	" " 29, "
Price v Wing	" " 29, "
Berens v Thomas	" " 30, "
The Sapphire Gold and Silver Co., ld v Gunn	Dec. 2, "
Lakin v Watson	" " 3, "
Bown v Centaur Cycle Co.	" " 4, "
Re Warner Warner v Warner	" " 5, "
Holroyd v Kempf	" " 5, "
Streeter v Halliday	" " 6, "
Johnson v Francis	" " 6, "
Bown v Hart, the younger	" " 7, "
Cotton v Pooles	" " 10, "
Knaggs v Cameron	" " 10, "
Herlitz v Launn	" " 10, "
Jones v Dinas Steam Colliery Co., ld	" " 11, "
Abdy v Hesketh, Bart.	" " 12, "
James v Smith	" " 14, "
Scrutton v Massey	" " 19, "
Bowyer v Burton	" " 20, "
Richards v Wasbrough	" " 20, "
Bailward v De la Chapelle	" " 21, "
Robertson v Robertson	" " 23, "
Callow v Ilgood	" " 28, "
Callow v Texas Siftings Publishing Co, ld	" " 28, "
Stelfox v Abbots	" " 31, "
Lindsay, Gracey, & Co. v Northumberland Steamship, &c., Association	Jan. 4, 1890
Farrer v Gwynne	" " 6, "
De Francesco v Barnum	" " 6, "
Lewin v Carr	" " 8, "
Smith v Kennedy	" " 8, "
Stephens v Hawthorne	" " 9, "
Evans v Mason	" " 11, "
Lougher v Hern	" " 13, "
Macloed v Luce	" " 14, "
Re Bowden Re Baxter Re Greatorex Andrew v Cooper	" " 14, "
Hughes v Bird	" " 18, "
Dewrance & Co. v Bell's Asbestos Co., ld	" " 18, "
De Francesco v Barnum	Feb. 4, "
Howe v Smithurst	" " 5, "

LAW SOCIETIES.

THE SHEFFIELD DISTRICT INCORPORATED LAW SOCIETY.

The fifteenth annual general meeting of the society was held on the 27th ult., Mr. C. A. BRANSON in the chair.

The notice convening the meeting, and the report, as printed, having been taken as read, it was resolved:—

1. That the report presented by the committee be received, confirmed, and adopted.

2. That the accounts of Mr. Broomhead, the treasurer, for the past year be approved and passed, and that the thanks of the society be given to him for his services.

3. That the cordial thanks of the society be given to Mr. C. A. Branson, the president, for the ability with which he has filled the office, and the consideration he has given to his duties during the past year.

4. That the cordial thanks of the society be given to Mr. Herbert Bramley for the able manner in which he has discharged the office of honorary secretary from the commencement of the society.

5. That the best thanks of the society be given to the gentlemen who have served on the committee for the past year.

6. That Mr. Joseph Binney be elected the president; Mr. Arthur Wightman be elected the vice-president; Mr. Broomhead be re-elected the treasurer; and Mr. Bramley be re-elected the secretary of the society.

7. That the following gentlemen be hereby appointed to act with the officers mentioned in the last resolution, as the committee for the ensuing year—viz. Messrs. R. Benson, C. F. Bennett, G. E. Branson, Walter Brown, W. E. Clegg, W. B. Eam, J. Hallewell (Chesterfield), A. E. Maxfield, R. Pashley, H. B. Sandford, Colin M. Smith, A. A. Tasker, C. E. Vickers, G. E. Webster, and C. M. Wilson.

8. That Messrs. D. M. Nicholson and W. H. Stacey be appointed the auditors of the society for the ensuing year, and that the best thanks of the society be given to Messrs. T. W. Hall and J. B. Wheat, M.A., for their kindness in auditing the accounts for the last year.

9. That the thanks of the society be given to C. B. Stuart Wortley, Esq., M.P., for his attention to the matters laid before him by the committee, and for prints of the public Bills brought into the House of Commons during the past session, which he has forwarded to the committee.

In accordance with a resolution of the committee, a prize, value £10 10s., was awarded to Mr. James Kenyon Parker, who passed in the first division for honours in the January (1889) examination.

The chairman presented the prize.

The books chosen by Mr. Parker were—Palmer and Macnaughten's Company Precedents; Mew's Digest, 1884-1888; Pridaux's Conveyancing, 2 vols.; Summerhays and Toogood's Bills of Costs; Justin McCarthy's History of our Own Times, 4 vols.

Mr. Parker suitably responded.

That the thanks of the meeting be given to the chairman for presiding.

The following are extracts from the report of the committee:—

Members.—The number of members is now 146.

The Land Transfer Bill.—This Bill was reintroduced by the Lord Chancellor at the beginning of the session of 1889. It was substantially the same as the Bill of 1888, as amended by the Select Committee of the House of Lords, to which it was referred. Up to and including clause 54 the most material alteration was the omission of the necessity of double registration by both the transferor and transferee, that duty being cast on the transferee only. Registration was still made compulsory, both in the case of a transfer and of the death of a landowner. The Bill was referred to the same Select Committee which considered it last year, and underwent considerable amendment, in particular so as to afford the profession protection from unqualified conveyancing, and to prevent officials of the Land Transfer Board from doing business for the public. These amendments were mainly due to the representations made to the Select Committee by the Incorporated and Associated Provincial Law Societies, who met in London on the 21st of March, and appointed a sub-committee, consisting of nominees from seven societies, to watch and take measures with respect to the Bill. The Bill was reported to the House of Lords, and passed the third reading by a majority of nine only; but, on the order for passing the Bill on the 5th of July, the Government were defeated on an amendment to the clause appointing a reality representative, and the Bill was withdrawn. Your president, in accordance with the request of the Incorporated Law Society, had drafted out a letter to be signed by members of the society, and to be addressed to members of Parliament, representing Sheffield and the district, setting forth the society's objections to the proposed Bill. This letter was lithographed and approved by the committee, but further action was then for a time rendered unnecessary by the withdrawal of the Bill. The Bill has been so exhaustively discussed, and must have been brought so thoroughly before the notice of members in many ways, that it seems unnecessary to enter into its provisions, especially as they were, in the main, the same as those in the Bill of 1888, noticed in the last report of the committee. It is to be remembered that there is now no great objection to the Bill itself, except to the clauses making registration compulsory, which will tell with especial hardship on the small landowners and those interested in building societies; and, on the death of the owner, the fees to be compulsorily paid for registration will be an additional burden to the sufficiently heavy death duties the successor has to pay. Moreover, registration is too much centralized, and very insufficient provision is made for the establishment of district registries, where the whole process of registration could be carried through. We, in Yorkshire, may be excused for preferring our system of registration of assurances to registration of the legal title only. Those clauses in the Act assimilating the devolution of real to that of personal property are more in the nature of a political than of a legal question, and it is said that they are omitted from the Bill of 1890, which was to be introduced on the opening of Parliament in February. This Bill will be thoroughly discussed at the meeting of the Associated Provincial Law Societies on the 7th of March, and will be brought up at the annual meeting of this society, and considered both in the interests of solicitors and clients. At the same time, while there is no great objection to the general tenor of the Bill, with the omission of the compulsory clauses, it seems unnecessary to have introduced a measure for which there has been no demand on the part of landowners, and which, as far as the experience of solicitors goes, will do little to simplify titles and cheapen transfer.

Statutory Declarations.—The attention of the committee was drawn to a notice which appeared in the *Trades-marks Journal* of February 20, 1889, that declarations for use in the Patents Office must, in future, be made either before a justice of the peace or a notary public, and not before a commissioner for oaths. Your committee were unanimously of opinion that this course was unfair to commissioners. The committee also considered the practice as to the usual declaration of transmission of shares on the death of a proprietor, under the Companies' Clauses Acts, which requires no stamp when made before a justice of the peace, but, upon which, when made before a commissioner, a stamp of 2s. 6d. is necessary. The secretary wrote to the Incorporated Law Society, urging their attention to these matters, with a view to getting the practice in both these cases altered. In the *Solicitors' Journal* of January 4, 1890, it is stated by a correspondent that a commissioner can now administer oaths relating to patents.

Solicitor-Mortgages.—The attention of the committee was drawn to two decisions of Mr. Justice Kay in *Re Roberts* (38 W. R. 226), and *Field v. Hopkins* (W. N., Jan. 25, 1890, p. 8), which seemed to imply that a solicitor taking a mortgage to himself from a client cannot charge him profit costs for the preparation of the mortgage deed. The secretary wrote to the secretary of the Incorporated Law Society, suggesting that

these decisions should be brought under review, but received a reply that notice of appeal had not been given in sufficient time in *Re Roberts*, and that the other was not a suitable case for a test case. However, it is understood that the society appreciate the importance of the case, and will bring the matter before the courts on an appeal as soon as opportunity offers.

CHESTER AND NORTH WALES INCORPORATED LAW SOCIETY.

The annual meeting of this society was held at the Town Hall, Chester, on the 28th ult., Mr. S. Smith, vice-president, in the chair.

The report of the committee and the honorary treasurer's accounts for the past year, were received and adopted.

The following officers of the society were unanimously elected for the ensuing year:—Mr. Samuel Smith (Chester), president; Sir Evan Morris (Wrexham), vice-president; Mr. F. E. Roberts, honorary treasurer; and Mr. R. Farmer, honorary secretary.

The following gentlemen are the committee for the year:—Messrs. J. Cullimore, R. Potts, G. Boydell, W. H. Churton, and E. S. Giles, all of Chester; T. Bury (Wrexham), J. Davies (Denbigh), T. T. Kelly (Mold), and F. Cooke (Crewe).

Messrs. F. W. Sharpe and C. P. Douglas were re-elected honorary auditors for the ensuing year.

The following are extracts from the report of the committee.

Members.—The society now numbers seventy members.

Land Transfer Bill, 1889.—This Bill received the careful attention of your committee during the whole of last session—and while feeling fully justified in doing all in their power to oppose it upon the grounds that it would certainly fall in its proposed object—viz., "to facilitate the transfer of land," and that it would certainly impose a heavy burden upon landowners (including in this term the owner of a cottage as well as the owner of a large estate)—they endeavoured, in concert with the Incorporated Law Society (U. K.) and the country societies, to secure its amendment, as far as practicable, and particularly to get rid of the compulsory clauses. Messrs. F. E. Roberts and J. Cullimore were appointed a deputation to attend the annual meeting of the Associated Provincial Law Societies held in London on the 21st of March, 1889, at which this Bill was the chief subject of discussion, and Mr. Roberts afterwards laid before the committee a valuable report of the proceedings. A statement prepared by Mr. Roberts was, at the request of your committee, forwarded by your president to every peer owning land within the society's district, accompanied by a letter specially urging them to oppose the compulsory clauses of the Bill. The statement was also sent to the local press and to the local bankers. Subsequently, at the suggestion of the Incorporated Law Society (U.K.), your committee adopted, with some trifling alterations, a form of letter received from that society, and proceeded to have a print of it, signed by all the solicitors practising in each electoral division within the society's district, forwarded to the member for that division, with an intimation that the committee was prepared to arrange an interview or to give any further information respecting the Bill that might be desired. The attempt to make the system proposed by the Bill compulsory, and the clauses authorizing the conduct of conveyancing business by Government officials or unqualified persons, were the chief points which the members were asked to oppose. The thanks of the committee are due to your president, vice-president, and Messrs. T. Bury (Wrexham), J. Parry Jones (Denbigh), H. Hatt Cook (Northwich), A. E. Caldecutt (Chester and Knutsford), E. Jones (Welschpool), F. Cooke (Crewe), and W. F. Taylor (Macclesfield), who kindly undertook to obtain the signatures of the solicitors practising in their several electoral divisions, and to forward the letter, when signed, to their respective members. Your committee record with satisfaction that the Bill was at length rejected by the House of Lords, but they understand that it is the intention of the Government to reintroduce it in the present session. They feel that no effort should be wanting on the part of the society to spread information as to the evil consequences to landowners, and especially small holders, which will ensue if the Bill should become law, and that a strenuous and organized opposition must be offered to it in the best interests of their clients as well as of the profession.

Certificate Duty.—In consequence of a resolution passed at a meeting of the Incorporated Law Society in April, 1889, in favour of the repeal of the Solicitors' Certificate Duty, your committee passed a resolution disapproving of such repeal, and they proceeded to tender to Mr. B. G. Lake, the late president of the Incorporated Law Society (U.K.), the thanks of our society for his invaluable services to the profession during his tenure of office.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—March 4.—Mr. Todd in the chair.—The debate, "That, having regard to the Report of the Special Commission, this society is of opinion that no scheme of Home Rule for Ireland is at present entitled to consideration," was opened in the affirmative by Mr. F. Bodilly. He was supported by Messrs. Windsor, Wheeler, and Roberts, and opposed by Messrs. Blogg, Stevenson, and Pattinson. Mr. Bodilly replied, and on a division the motion was carried by the casting vote of the chairman.

LIVERPOOL LAW STUDENTS' ASSOCIATION.—March 3.—A debate was held

on the following subject:—"That in the opinion of this association a system of Free Trade is most conducive to the welfare of the United Kingdom." Mr. McMaster opened in the affirmative, which was also supported by Messrs. Wainwright, Ashworth, Inman, Rees, Byrne, and Rodgers. Mr. W. C. Thomas opened in the negative. The question was decided in the affirmative by a majority of thirteen.

LEGAL NEWS.

OBITUARY.

MR. WILLIAM DECIMUS INGLET Foulkes, barrister, died at 25, Half-moon-street, on the 7th ult., after a short illness. Mr. Foulkes was the tenth son of the Rev. Peter Davey Foulkes, vicar of Shebbear, Devonshire, and was born in 1848. He was educated at Bedford Grammar School. He was a pupil in the chambers of the late Mr. Henry Macnamara. He was called to the bar at the Middle Temple in Trinity Term, 1871, and he was a member of the Western Circuit. Mr. Foulkes was editor of the *Law Journal* newspaper. He was joint-author of works on the Licensing Acts, the Judicature Acts, and the Parliamentary Election and Registration Acts, and successfully accomplished the necessary modernization of "Smith's Action at Law," after the passing of the Judicature Acts, into "Foulkes' Action in the Supreme Court." In a more popular field he portrayed with flowing pen and good-natured anecdote a "Generation of Judges," under the anonymous title of "Their Reporter." In 1877 and 1878 he conducted the Emma Mine litigation on the other side of the Atlantic with great skill and patience, often having to contend single-handed against the ablest members of the American bar. As we have reason to know (for he was at one time one of our contributors) he was a facile and at the same time a learned writer, combining accuracy and pleasantness of style in a remarkable degree. He delighted in the discussion of the many legal points on which, both at the Temple and on the Western Circuit, his able assistance was frequently invoked, and his loss will long be felt, and his memory long held in affectionate remembrance, by all who knew him well.

APPOINTMENTS.

SIR WILLIAM VENTRIS FIELD, late judge of the Queen's Bench Division, who has been raised to the peerage as Baron Ventris, is the second son of Mr. Thomas Flint Field, of Fielden, Berkshire, and was born in 1813. He was admitted a solicitor in 1840, and he practised in the City of London. He afterwards entered at the Inner Temple, and, after practising as a special pleader, he was called to the bar in Easter Term, 1850. He first joined the Western Circuit, but he afterwards migrated to the Midland Circuit. In 1864 he became a Queen's Counsel, and in 1875 he was appointed a judge of the Court of Queen's Bench, and received the honour of knighthood. Lord Ventris is a bencher of the Inner Temple.

MR. MARSTON CLARKE BUSZARD, Q.C., has been appointed Recorder of the borough of Derby, in succession to Mr. Justice Lawrance. Mr. Buszard is the eldest son of Mr. Marston Buszard, of Lutterworth, and was educated at Rugby and at Trinity College, Cambridge, where he graduated in the third class of the Classical Tripos in 1859. In the following year he was placed in the first class of the Law Tripos, and in 1863 he obtained the Chancellor's Gold Medal for Legal Studies. He was called to the bar at the Inner Temple in Hilary Term, 1862, and he became a Queen's Counsel in 1877. Mr. Buszard was M.P. for Stamford in the Liberal interest from 1880 till 1885. He is a bencher of the Inner Temple, and senior prosecuting counsel to the Post Office on the Midland Circuit.

MR. EDWARD PHILIP MONCKTON, barrister, has been appointed Recorder of the borough of Northampton, in succession to the late Mr. John Hibberd Brewer. Mr. Monckton is the eldest son of Mr. Edward Henry Cradock Monckton, of Fineshade Abbey, Northamptonshire, and was educated at Trinity College, Cambridge. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1868. Mr. Monckton is a member of the Midland Circuit. He is a magistrate for Northamptonshire and the Liberty of Peterborough.

MR. EDWIN LEADAW HOUGH, solicitor, of Carlisle, has been appointed an Official Receiver in the Bankruptcy Department of the Board of Trade. Mr. Hough is the son of Mr. Edwin Hough, solicitor, of Carlisle. He was admitted a solicitor in 1878, and he has been for several years official receiver in bankruptcy for the Carlisle district.

MR. WILLIAM ARTHUR WATTS, solicitor, of St. Ives, Huntingdonshire, has been appointed Clerk to the St. Ives School Board, in succession to the late Mr. George Newton Day. Mr. Watts was admitted a solicitor in 1875. He is clerk to the Commissioners of Taxes for the hundred of Huntingstone and clerk to the Huntingstone Highway Board and the Somersham School Board.

MR. CHARLES REGINALD HOFFMEISTER, Attorney-General of British Honduras, who has been appointed to act as Chief Justice of that Colony, is the third son of Dr. William Carter Hoffmeister, of West Cowes, Isle of Wight, and was educated at Caius College, Cambridge. He was called to the bar at Lincoln's-inn in May, 1878, and he formerly practised on the Western Circuit.

MR. FREDERICK MACKENZIE MAXWELL, barrister, has been appointed to act as Attorney-General of British Honduras. Mr. Maxwell was called to the bar at Lincoln's-inn in January, 1884.

Mr. WILLIAM FIFIELD HOLTON, solicitor, of Stoke-upon-Trent and Fenton, has been appointed a Commissioner for Oaths.

Mr. THOMAS HERBERT BEDFORD, solicitor (of the firm of Storey, Bedford, & Williams), of Halifax, has been appointed a Commissioner for Oaths.

Mr. H. T. TWYNAM, solicitor, recently of 47, Essex-street, Strand, but now of 10, Staple-inn, Holborn, has been appointed a Commissioner for Oaths. Mr. Twynam was admitted in 1879.

Mr. THOMAS HENRY BOLTON, solicitor (of the firm of Bolton & Mote), of 11, Gray's-inn-square, who has been elected M.P. for the Northern Division of the Borough of St. Pancras in the Liberal interest, is the son of Mr. Thomas Bolton. He was admitted a solicitor in 1869. He was M.P. for North St. Pancras from November, 1885, till July, 1886, when he was an unsuccessful candidate.

Mr. MATTHEW WILLIAM THOMPSON, barrister, has been created a Baronet. Sir M. Thompson is the eldest son of Mr. Matthew Thompson, of Bradford, and was educated at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Michaelmas Term, 1846, and he formerly practised as an equity draftsman and conveyancer. He was for a short time M.P. for Bradford in the Liberal interest, and he was mayor of that borough in 1862. Sir M. Thompson is chairman of the Midland Railway Co. and of the Forth Bridge Co.

Mr. JULIUS ALFRED WHITE, solicitor (of the firm of White & De Buriatte) of Viaduct-chambers, 38, Holborn Viaduct, London, has been appointed a Commissioner for Oaths.

Mr. WILLIAM BRADLEY, solicitor, has been unanimously elected President of the Cardiff Incorporated Law Society for the current year.

GENERAL.

It is stated that the town clerk of Cardiff has received from the Home Secretary the grant of a separate court of quarter sessions for Cardiff.

It is understood that Lord Herschell has been offered, and has accepted, the captaincy of Deal Castle in succession to the late Earl Sydney. The appointment is in the gift of Lord Granville, as Lord Warden of the Cinque Ports.

On Wednesday Mr. Maclure introduced in the House of Commons the Solicitors (Magistracy) Bill, explaining that the object of the Bill was to remove the disqualification under which solicitors at present were, of sitting upon a county bench of magistrates. The Bill was read a second time.

On Wednesday Lord Coleridge and Lord Justice Fry, both of whom are members of the Court of Appeal and also under the Judicature Act competent to sit as judges of the Queen's Bench Division, sat in both capacities—first as a Divisional Court and then as a Court of Appeal to take motions.

On the 28th ult., says the *Times*, the ancient and interesting ceremony of swearing in the newly-appointed judge took place in the Lord Chief Justice's Court under the Promissory Oaths Act, 1872, which prescribes that the swearing in shall before the Lord Chancellor or the court. At a quarter to 11 Mr. Justice Lawrence came into the court with Lord Coleridge, Mr. Justice Mathew, Mr. Justice Cave, Mr. Justice Chitty, and Mr. Justice Stirling, when Master Mellor, the senior officer from the Crown Office, administered the ordinary oath of allegiance and the judicial oath to Mr. Justice Lawrence, after which his lordship signed the roll, and was then warmly shaken by the hand by the judges present.

On the 28th ult. in the House of Commons Mr. B. Roberts asked the Attorney-General, with reference to the amendments which were proposed to the County Courts Consolidation Bill to secure that appeals from the county courts in equity matters should be heard in the Chancery Division, and withdrawn on the understanding that the end would be secured by rules of court, whether the judges had framed such rules; and, if not, would he press the matter on their attention. The Attorney-General said: In reply to the hon. and learned gentleman, I stated when before the grand committee, as is the fact, that arrangements for providing that appeals from county courts in equity matters should be heard in the Chancery Division, could be made by rules of the High Court of Justice. The judges have, I believe, not at present framed such rules, and having regard to the condition of business in the Chancery Division, I think that any change of the kind might tend to delay and embarrassment. I will, however, bring the matter to the attention of the Rule Committee.

The late Mr. John Fleming, solicitor, of Newcastle-on-Tyne, who died recently, has, says the *St. James's Gazette*, bequeathed some very large sums to various local charities. Mr. Fleming was a well-known philanthropist, and during his lifetime had erected the Fleming Memorial Hospital for sick children. To this institution he bequeaths £25,000; to the Newcastle Infirmary is left the sum of £10,000; the Prudhoe Convalescent Home at Whitley, and the village home for girls at the same place, each get £2,500. There is a bequest of £4,000 to the Newcastle-on-Tyne and Northern Counties Society for granting annuities to governesses and other ladies in destitute circumstances. The Newcastle Dispensary, the Deaf and Dumb Institution, the Victoria Asylum for the Blind, and the Bath-lane Schools (all Newcastle charities) receive £1,500 each. The Ragged Industrial Schools, the Northumberland Association for the Protection of Women and Children, and the Newcastle Aged Female Society are left bequests of £1,000 each. The testator also leaves £1,000 to be applied by

the vicar and churchwardens of St Peter's Church, Newcastle-on-Tyne, towards payment of the expenses of repairing the church and the general expenses of the church. Twelve institutions receive £500 apiece, three £300, one £250, seven £200, three £150, and one £100. The total amount of charitable bequests exceeds £100,000. There are many legacies to friends and servants.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Monday, March.....	10 Mr. Ward	Mr. Lavin	Mr. Clowes
Tuesday.....	11 Pemberton	Carrington	Jackson
Wednesday.....	12 Ward	Lavin	Clowes
Thursday.....	13 Pemberton	Carrington	Jackson
Friday.....	14 Ward	Lavin	Clowes
Saturday.....	15 Pemberton	Carrington	Jackson
	Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEENEWICH.
Monday, March.....	10 Mr. Godfrey	Mr. Rolt	Mr. Pugh
Tuesday.....	11 Leach	Farmer	Beal
Wednesday.....	12 Godfrey	Rolt	Pugh
Thursday.....	13 Leach	Farmer	Beal
Friday.....	14 Godfrey	Rolt	Pugh
Saturday.....	15 Leach	Farmer	Beal

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 28.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EDWARD MARSTON & CO. LIMITED—Creditors are required, on or before April 9, to send their names and addresses, and the particulars of their debts or claims, to Herbert James Pratt, 9, Old Jewry chambers Montagu, Bucklersbury, solicitor for liquidator.

LENNOX PUBLISHING CO. LIMITED—Creditors are required, on or before March 24, to send their names and addresses, and the particulars of their debts or claims, to Edward James Wickenden, 23, Finsbury circus Monday, March 31, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LONDON AND TRANSVAAL SYNDICATE, LIMITED—Chitty, J. has fixed Saturday, March 8, at 11, at his chambers, for the appointment of an official liquidator.

LONDON CONSUMERS' PURE SANITARY MILK CO. LIMITED—Creditors are required, on or before March 25, to send their names and addresses, and the particulars of their debts or claims, to Willie Rowland Waller, 8, Old Jewry Wednesday, April 16, at 12, is appointed for hearing and adjudicating upon the debts and claims.

METROPOLITAN COAL CONSUMERS' ASSOCIATION, LIMITED—Creditors are required, on or before March 24, to send their names and addresses, and the particulars of their debts or claims, to Frederic John Young, 41, Coleman st. Tuesday, April 1, at 12, is appointed for hearing and adjudicating upon the debts and claims.

MUDGE MARCHANT ENGINE CO. LIMITED—Peta for winding up, presented Feb 27, directed to be heard before Stirling, J. on March 15 Dalzell & Boreford, Clement's inn, Strand, solicitors for petitioners.

NEW BOUNDS GREEN POTTERY, LIMITED—By an order made by Stirling, J. dated Feb 19, it was ordered that the pottery be wound up Webb & Co, Essex st, Strand, solicitors for petitioners.

PORTUGUESE CONSOLIDATED COPPER MINES, LIMITED—North, J. has fixed Wednesday, March 12, at 12.45, at his chambers, for the appointment of an official liquidator.

PRITCHARD & CO. LIMITED—Chitty, J. has, by an order dated Oct 11, appointed Alfred Willie Sully, 70, Queen Victoria st, to be official liquidator.

SAVOY PUBLISHING CO. LIMITED—Peta for winding up, presented Feb 22, directed to be heard before Kay, J. on March 8 Greenfield & Cracknell, Lancaster place, Strand, solicitors for petitioners.

THE AQUEOUS WORKS AND DIAMOND ROCK-BORING CO. LIMITED—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to James Drayson Austen Norris, Suffolk House, Laurence Pountney hill Smiles & Co, Bedford row, solicitors for liquidator.

THE SALVADOR RAILWAY CONSTRUCTION CO. LIMITED—Creditors are required, on or before March 26, to send their names and addresses, and the particulars of their debts or claims, to Thomas Edwin Webb, 30A, Moorgate st.

THE WEST INDIAN GOLD MINING CORPORATION, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to William Nightingale, 49, Queen Victoria st.

THE WEST LONDON DAIRY SOCIETY, LIMITED—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to Mr Robert Hornby, 6, Spring st, Paddington Bevis, Devereux chambers, Temple, solicitor for liquidator.

UNLIMITED IN CHANCERY.

WEST RIDING COMMERCIAL AND BUILDING CO.—Peta for winding up, presented Feb 24, directed to be heard before Stirling, J. on Saturday, March 8 Van Sandau & Co, King st, Cheapside, agents for Mills & Bibby, Huddersfield, solicitors for petitioners.

FRIENDLY SOCIETIES DISSOLVED.

DULWICH AMICABLE FRIENDLY SOCIETY, Greyhound Inn, Dulwich Feb 25

MARQUEIS OF ANGLESEY LODGE, Order of Druids, Plough Inn, Burton on Trent Stafford Feb 25

MASTER MARINERS' BENEVOLENT SOCIETY, 53, Borough High st, Southwark Feb 25

NEW FRIENDLY SOCIETY, Ipswich, Suffolk Feb 24

RUGBY PROVIDENT SOCIETY, Star Inn, Rugby, Warwick Feb 26

UNITED FRIENDS BENEFIT SOCIETY, Princess of Wales, Grove st, Deptford Feb 25

WAREHOUSEMEN'S SOCIETY, 17, Back Goree, Liverpool Feb 28

London Gazette.—TUESDAY, March 4.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BUILDING SOCIETIES TRUST, LIMITED—Peta for winding up, presented March 4, directed to be heard before Chitty, J. on Saturday, March 15 Bilney, Temple chambers, Temple avenue, solicitor for petitioners.

HOLDER DISTRICT CONSOLIDATED GOLD MINES, LIMITED—Creditors are required, on or before April 24, to send their names and addresses, and the particulars of

their debts or claims, to Harry Coleman Richardson, 99, Gresham st Monday, May 8, at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIVERPOOL GAS MANUFACTURING CO. LIMITED—Petn for winding up, presented March 1, directed to be heard before Chitty, J. on Saturday, March 16 Nokes & Stammers, Basinhall st, solors for petner

NORTH SPANISH SILVER MINES, LIMITED—Kay, J. has fixed Friday, March 14, at 11.30, at his chambers, for the appointment of an official liquidator

THE HORNSSEA MEBS AND HOTELS CO. LIMITED—Creditors are required, on or before April 18, to send their names and addresses, and the particulars of their debts or claims, to Mr Peter Gaskell, 3, Wilton ter Redfearn, solor for liquidator

THE LONDON PRODUCE EXCHANGE ASSOCIATION, LIMITED—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to Granville Smith, 16, Leadenhall st

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

CATHERINE JUBILEE MILL CO. LIMITED—By an order made by the Vice-Chancellor, dated Feb 24, it was ordered that the company be wound up Radcliffe, Blackburn, solor for petners

THES MANUFACTURING CO. LIMITED—By an order made by the court, dated Feb 24, it was ordered that the company be wound up Bowden & Walker, Manchester, solors for petners

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 14.

KIRKHAM, JOSEPH RINDRE, Audley Villa, near Caistor, Lincoln. Farmer. March 16. Dawson v Kirkham and Kirkham v Kirkham, North, J. Haddelsey, Caistor

London Gazette.—TUESDAY, Feb. 18.

CURTIS, CHARLES, Kessingland, Suffolk, Boat Owner. March 19. Jeckells v Curtis, Stirling, J. Johnson, Lowestoft

NEWMAN, GEORGE, London Wall, Auctioneer. March 18. Newman v Newman, Chitty, J. Keene & Co, Seething lane

London Gazette.—TUESDAY, Feb. 25.

LEDAHN, CHARLES FALCE, Canonbury sq, Islington. March 26. Gorlich v Chatterton, Stirling, J. Chatterton, Chancery lane

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Feb. 21.

BARBER, ELIZA, Bedminster, Bristol. March 25. Sibby & Dickinson, Bristol

BIRCHALL, THOMAS WHEATER, Blenheim place, St John's Wood, Solicitors' Articled Clerk. March 15. Shaw & Co, Gray's inn sq

BOWEN, MARTHA, AKETIA, Harrow on the Hill. April 2. Rhodes & Son, Shipeners' Hall, Dowgate hill

BRIDGE, JAMES HENRY, Clarendon, Hastings, Esq. April 2. Penfold, John st, Bedford row

BRIND, JOHN WILLIAM, St Mary at Hill, Licensed Victualler. March 25. Tat-hams & Hardy, Library chhrs, Gray's inn

BROOMEY, WILLIAM, West Kirby, Chester, Team Owner. March 31. Bateson & Co, Liverpool

BROWNE, MARY ANN, Hatcham terrace, New Cross rd. March 25. Reep & Co, 61 St Thomas Apostle

CALVER, JANE, Burnham Market, Norfolk. March 25. Miller & Co, Norwich

CARSWELL, ELIZABETH GLASGOW, Heaton, Newcastle upon Tyne. April 8. Eldon & Dransfield, Newcastle upon Tyne

CUMBERBATCH, LAWRENCE TRENT, Cadogan pl, Esq, M.D. March 25. Guscotte & Co, Essex st, Strand

DICKSON, SAMUEL, Writtle, nr Chelmsford, Land Agent. March 25. Webbers & Duncan, Furnival's inn

DORIA, WILLIAM, formerly Secretary to the British Embassy of St Petersburg, Brighton. March 25. Leman & Co, Lincoln's inn fields

DOUGALL, JOHN, Hove, Sussex, Lodging house keeper. March 25. Griffith & Co, Brighton

DUPRE, LOUISA, York gate, Regent's pk. March 31. Young & Co, Essex st, Strand

EASTON, JOHN, Lower Kennington lane, Corn Dealer. March 25. Easton, Lion House, Walworth

FLASHMAN, GEORGE, Buckland, Dover, Upholsterer. March 25. Mowll & Mowll, Dover

FRANCIS, WILLIAM ADDERLEY, Little Tey Rectory, Essex, Clerk in Holy Orders. March 18. Pope & Co, Colchester

GAMBLE, WILLIAM JAMES HORE, Smedmore, Corfe Castle, Dorset, Esq. March 22. Hores & Pattison, Lincoln's inn fields

GILBERT, PRISCILLA, Milverton, Warwick. March 25. Haxby & Partridge, Leicester

GILLOTT, WILLIAM HENRY, New Burlington st, Tailor. March 22. Hores & Pattison, Lincoln's inn fields

GREY, HARRIETT SARAH, Clifton, Glos. March 31. Ellison & Burrows, Cambridge

HARSON, MARGARET, Greville place, Kilburn. March 20. Wood & Co, Road 1830

HARRINGTON, WILLIAM, Tunbridge Wells, Gent. April 17. Tolhurst & Co, Gravesend

HUNT, ELIZABETH, Belbroughton, Worcester. March 31. Harwards & Co, Stourbridge

JONES, EDWARD ROBSON, Russell sq, Esq. March 25. Sedgwick & Co, Watford, Herts

KERRISON, JOHN THOMAS, Fairfield South, Kingston on Thames, Bill Poster. March 15. Charlton, Kingston on Thames

LOGAN, ROBERT ABRAHAM, Glen Eldon rd, Streatham, Retired Lieut. Gen. March 31. Harvey & Capron, Clement's inn, Strand

LUFTON, JOHN, Shipley, Yorks, Retired Tobacconist. March 25. Morgan & Morgan, Bradford

LUSCOMBE, JOHN, West Alvington, Devon. March 20. Langley, Chudleigh

MACKINTOSH, MARY, Queen's gate pl, Kensington. March 22. Hores & Pattison, Lincoln's inn fields

MEDICI MANCHESA DEL VASCELLO, EMILY BENNETT, Florence, Italy. March 21. Paterson & Co, Lincoln's inn fields

MCCALMONT, MARGARET, Eton sq. March 25. Rowell & Co, Bedford row

MUNROE, MARY ANN, Beverley, Yorks. April 17. Middlemas & Pearce, Hull

PARKER, MARY ANN, Watford, Herts. March 24. Pugh, Lincoln's inn fields

PORTER, SOPHIA ELIZABETH, Manning grove, Nottingham. March 31. Brewster, Nottingham

RADNOR, EDWARD, Cheltenham, Grocer. May 1. Billings, Cheltenham

ROBINSON, BENJAMIN, Alford, Lincs, Grocer. April 1. Rhodes & Carnley, Alford and Spilsby

SMITH, CHARLES WALTER, Penmaesmawr, Carnarvon, Farmer. April 4. Hore & Co, Liverpool

STENT, WILLIAM, Sutton Coldfield, Warwick, Licensed Victualler. March 20. Edge, Birmingham

STOCKWELL, ALFRED, Aldershot, Bootmaker. March 31. Wells, Aldershot

TARGETT, LUCY, Bartholomew villas, Kentish Town. April 2. Ratcliff & Son, New Broad st

THOMAS, WILLIAM JOHN, Redland, Bristol, Gent. April 2. Gwynne & Co, Bristol

TOWLE, GEORGE, Barton upon Humber, Gent. April 15. Middlemas & Pearce, Hull

WATSON, ALGERNON HENRY, Handsworth, Staffs, Commercial Traveller. April 1. Hargreave, Birmingham

WEATHERHEAD, GEORGE, Berwick upon Tweed, Gent. April 20. Sandersons & Weatherhead, Berwick upon Tweed

WILSON, ANNE ELIZABETH, Morpeth, Northumberland. April 30. G. & F. Brumell, Morpeth

WYLD, ALBERT GEORGE, Bristol, Registrar of Marriages. March 25. Benson & Co, Bristol

London Gazette.—TUESDAY, Feb. 25.

ASH, WILLIAM, Starcross, Devon, Shipowner. April 25. Ford & Co, Exeter

BARLOW, JAMES, Catherine st, Strand, Coffee house keeper. March 24. Rogers, Chancery lane

BEDDOW, JOSIAH, Pembury rd, Lower Clapton, Chartered Accountant. April 30. Stone, Powis st, Woolwich

BLAKELEY, WILLIAM, Penistone, Grocer. April 5. Dransfields & Hodgkinson, Penistone, nr Sheffield

BRAMALL, WILLIAM, Bradwell, Derby, Farmer. March 23. Bagshaw & Hall, Sheffield

BROCK, BEADVOIN, Sandown, I W, Gent. April 30. Woolley, Gt Winchester st

BULLOCK, JOSEPH GEORGE, Hanley, Licensed Victualler. April 10. Ash, Stoke upon Trent

COOK, JOSHUA, Huddersfield, Gent. March 21. Sykes, Huddersfield

DAVIS, GEORGE RICHARD, Nelson sq, Blackfriars rd. March 29. Jacobs, Nelson sq, Blackfriars rd

DELLSTONE, HENRY CHARLES, Sturmer, Essex, Nurseryman. March 23. Freeman, Haverhill, Suffolk

DORRINGTON, ANN, Dalling rd, Hammersmith. March 25. Watson & Co, Bridge rd, Hammersmith

EARLE, LYDIA, Ospringe rd, Kentish Town. April 3. Nevill, Furnival's inn

FARMER, ROBERT, Pellatt rd, East Dulwich, Stationer. March 28. Lookyer, New Cross rd

FAVATT, CAROLINE, Akerman rd, Brixton. March 25. CV Young & Son, East Arbour st, Stepney

GAUST, MARY, Stauningley, Yorks. March 31. Tunnicliffe, Bradford

GREEN, JOHN, Eccles Hill, nr Bradford, Assistant Overseer. March 31. Tunnicliffe, Bradford

HANHAM, EDWARD SPARROW, Landport, Hants, Boot Manufacturer. March 6. Bradshaw, Portsmouth

KING, ELIZABETH FAIRMAN, Bradford. March 11. Tunnicliffe, Bradford

KNOWLES, MATTHEW, Leek, Staffs, Silk Manufacturer. March 25. Challinors & Shaw, Leek

LUNT, WILLIAM, Goldenhill, Staffs. March 25. Holton, Stoke upon Trent

MORNINGHAM, JEREMIAH JOSEPH, Brighton. March 21. Newman & Co, Abchurch lane

PANNELL, JAMES COLE, Boston, Builder. April 6. Millington & Simpson, Boston

PULLAN, EDWARD, Eccleshill, nr Bradford, Grocer. March 31. Tunnicliffe, Bradford

REDWOOD, JOSIAH, Sutton in Ashfield, Notts, Joiner. March 21. Barlow, Nottingham

REILLY, JAMES, Stretford, Manchester, Gent. April 19. Allen & Co, Manchester

ROPER, WILLIAM, Liverpool, Sailmaker. April 19. Parle, Liverpool

SAWARD, ANN, Saffron Walden, Essex. March 28. Ackland & Son, Saffron Walden

SCHOLFIELD, CHARLES, Holland villas rd, Kensington. April 4. Stibbard & Co, Leadenhall st

SCOTTER, SAMUEL, Nottingham, Joiner. April 11. Turner & Barrow, Nottingham

SCOTTER, SOPHIA, Sherwood st, Nottingham. April 12. Turner & Barrow, Nottingham

SHAW, WILLIAM, Heighington, Durham. March 25. Badcock, Bishop Auckland

SMITH, GEORGE, Cambridge rd, Hammersmith, Licensed Victualler. March 26. Layton & Co, Budge row, Cannon st

SOWERBOTS, THOMAS HENRY, Woking, Surrey, Gent. March 31. Jones, Spital sq

SPELDS, CHARLOTTE, Burnham, Essex. March 25. Beaumont & Bright, Malden

STOVELL, FREDERICK, Belsize rd, South Hampstead, Esq. April 20. Barton & James, Lime st

SUNDERLAND, CHARLES SYKES, Brighouse, Halifax, Gent. March 25. Chambers & Chambers, Brighouse

WALMSLEY, ISAAC, Darwen, Lancs, Beerseller. March 21. Hindle, Darwen

WELLM, CHARLES, Tunstall, Staffs, Registrar of Births and Deaths. March 25. Simpson, Hanley, and Boulton, Burslem

WHITTEN, MARIA, Southport. March 21. Mann & Roake, Manchester

WILD, JOHN, Grove rd, Clapham pk, Manufacturer. March 22. Crump & Son, Philpot lane

WILLIAMS, HENRY, Merthyr Tydfil, Licensed Victualler. April 7. Gwilym & Charles James, Merthyr Tydfil

WOODAGE, WILLIAM, Wotton, Lancs, Gent. April 5. Whalley, Blackburn

YATES, WILLIAM, Pendleton, nr Manchester, Gent. May 21. Hewitt & Co, Manchester

London Gazette.—FRIDAY, Feb. 28.

ADAMS, WILLIAM HENRY, jun, Cheetham Hill, nr Manchester, Artist. March 24. Challinor, Manchester

ATKINSON, JAMES, Ince-in-Makerfield, Lancs, Shopkeeper. March 7. Taylor & Co, Wigan

BESLEY, MARY, Lytham, Lancs. March 31. Wilson & Co, Preston

BELLBERRY, RICHARD, Huddersfield, Wheelwright. May 24. Laycock & Co, Huddersfield

BENSTON, PETER HENRY, Margaret st, Cavendish sq, Esq. April 8. Burgoynes & Co, Oxford st

BEVAN, CHARLES, Ugborough, Devon, Solicitor. March 31. Danger & Cartwright, Bristol

BRACKELL, THOMAS FORSTER, Liverpool, Printer. April 16. Johnson, Liverpool

CARTWRIGHT, ISABELLA, Torquay. March 31. Danger & Cartwright, Bristol

CLARE, HANNAH SHACKFIELD, Highbury New Park. April 15. Flegg & Son, Suffolk House, Laurence Pountney hill

DANIEL, FREDERICK WILLIAM, Hanover sq. April 8. Bowlings & Co, Essex st, Strand
 DARWENT, JOSEPH, Glossop, Derby, Retired Grocer. March 28. Davis, Glossop
 DAVIES, REBECCA, Weston super Mare. March 29. Davies, Weston super Mare
 DIX, JAMES WALL, Westbury, nr Wells, Somerset, Farmer. March 31. Garrod & Harris, Wells
 DOD, JANE ELIZA, Addlestone, Surrey. March 31. Trinders & Co, Cornhill
 EDYE, JANE, Cumberland pl, Regent's park. April 9. Jennings & Finch, Gray's inn sq
 FINNEY, RICHARD, Monyash, Bakewell, Derby, Farmer. May 1. Hacker & Allen, Leek, Staffs
 FISHERWICK, ISABELLA, Beverley, Yorks. April 30. Robinson & Son, Beverley
 FITZPATRICK, THOMAS, Liverpool, Provision Merchant. March 17. Knowles & Symonds, Liverpool
 GRANT, ELIZABETH ANNE, Rodwell, Dorset. March 31. Danger & Cartwright, Bristol
 GREENLAW, MATILDA CHARLOTTE, Coleshill rd, Upper Teddington. April 1. Angell & Co, Gresham st
 HALL, HENRY, Oxbridge rd, Shepherd's Bush, Licensed Victualler. April 2. Smith & Son, Furnival's inn
 HARRISON, JANE, Worthing, Sussex. March 31. Jennings & Finch, Gray's inn square
 HART, JOHN, Ascott, Wing, Bucks, Clerk in Holy Orders. March 31. Newton & Co, Leighton Buzzard, Beds
 HATSWELL, GEORGE, Church st, Paddington, Corn Merchant. March 25. Ellis & Co, College hill chambers, College hill
 HARRIS, JOHN TURNER, Crediton, Devon, retired Builder. March 31. Searle, Crediton
 HAYDON, FREDERICK WALKER, Fordingbridge, Hants, Pharmaceutical Chemist. March 31. Glaisyer & Porter, Birmingham
 HOLLAND, JOSEPH, Tipton, Staffs, Publican. March 13. Caddick, West Bromwich
 HORSFALL, WILLIAM, Leeds, Cloth Merchant. April 10. Middleton & Sons, Leeds
 HOPFRAY, CHARLES AUGUSTUS, Clifton, Bristol, Esq. April 30. Harwood & Boufflower, Bristol
 HUGGINS, HARRIET, Halesowen, Worcs. March 1. Shakespeare, Birmingham
 HUGGINS, JAMES, Warboys, Hunts, Butcher. March 25. Cranfield, St Ives, Hunts
 JACKSON, ALFRED, Market Weighton, Yorks, Physician. April 1. Robeson, Pocklington
 JOHNSON, FREDERICK, Deptford, Kent, Timber Merchant. March 22. Lockyer, New Cross rd
 KENDALL, ALFRED, Worcester, Wine Merchant. April 4. Hulme, Worcester
 HEWINGS, HENRY ISAACS, Hastings. March 24. Hortin, Edgware rd, Hyde Park
 HOBSON, ERNEST, Leamington. March 24. Rooper & Whateley, Lincoln's inn fields
 HOPKINS, DAVID, Upper Pentwyn, Llanyair, Kilgeddin, Mon, retired Farmer. March 31. Watkins, Pontypool
 HORNBUCKLE, THOMAS, Barkstone, Leics, Farmer. March 15. Elborne, Nottingham
 HUNTER, WILLIAM, Cullgaith, Cumberland, Yeoman. April 3. Arnison & Co, Penrith
 HUXHAM, SAMUEL, South Brent, Devon, Gent. April 14. Windett & Windett, Totnes
 JACKSON, SARAH, York. April 26. Dent, York
 KEASLEY, CATHARINE, Chorlton upon Medlock, Manchester. April 2. Wigglesworth & Rogerson, Manchester
 KEASLEY, HENRIETTA SMITH, Chorlton-upon-Medlock, Manchester. April 2. Wigglesworth & Rogerson, Manchester
 KEASLEY, ROBERT, Chorlton-upon-Medlock, Manchester. April 2. Wigglesworth & Rogerson, Manchester
 KEASLEY, THERESA, Chorlton-upon-Medlock, Manchester. April 2. Wigglesworth & Rogerson, Manchester
 KEASLEY, WILLIAM, Chorlton-upon-Medlock, Manchester. April 2. Wigglesworth & Rogerson, Manchester
 KIDD, ROBERT, Brighton, Gent. April 1. Potter & Co, King-st, Cheapside
 KNAPMAN, JOHN, Harberton, Devon, Farmer. April 14. Windett & Windett, Totnes
 LANDER, ELIZABETH SOPHIA, Bishop's Tachbrook. April 25. Field & Sons, Leamington
 LANE, FREDERICK CHARLES BRUCE, Sandgate, Kent, Captain 2nd Leinster Regiment. March 31. Godfrey & Robertson, 49, Chancery-lane.

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, Feb. 23.

RECEIVING ORDERS.

AHERMAN, JAMES THOMAS, Quaker st, Spitalfields, Wholesale Umbrella Manufacturer High Court Pet Feb 25 Ord Feb 25
 ALBROW, WILLIAM ERNEST, Gt Yarmouth, Licensed Victualler Gt Yarmouth Pet Feb 24 Ord Feb 24
 BRETT, EDWIN COULSON, Clare, Suffolk, Grocer Cambridge Pet Feb 24 Ord Feb 24
 BRETT, REGINALD, Suffolk House, Laurence Pountney Hill, Financial Agent High Court Pet Dec 3 Ord Feb 25
 BROADLEY, JOHN ROBERT, York, Furniture Dealer York Pet Feb 26 Ord Feb 26
 BROWN, ALFRED, Chancery lane, Engineer High Court Pet Feb 7 Ord Feb 24
 CHINN, JOHN ROSE, Birmingham, Manufacturing Confectioner Birmingham Pet Feb 25 Ord Feb 25
 COOK, JOHN, Hitcham, Suffolk, Butter Dealer Ipswich Pet Feb 32 Ord Feb 32
 COOPER, EDWIN JAMES, Prestbury, Glos, Builder Cheltenham Pet Feb 24 Ord Feb 24
 COWSILL, MARY JANE, Milverton, Warwickshire, Spinster Warwick Pet Feb 25 Ord Feb 25
 CROMFORD, ANTHONY CONSTANTINE, Liverpool, formerly Commission Merchant Liverpool Pet Feb 25 Ord Feb 25
 DAVIES, THOMAS, Pontardawe, Glam, Boot Maker Neath Pet Feb 25 Ord Feb 25
 ELPHINSTONE, JAMES, jun, Longton, Staffs, Theatrical Lessee Stoke upon Trent Pet Feb 25 Ord Feb 25

FAULKNER, ALBERT HARRY, Nottingham, Grocer Nottingham Pet Feb 26 Ord Feb 26
 FLAY, WILLIAM, Westbury on Trym, Glos, Green-grocer Bristol Pet Feb 24 Ord Feb 24
 FROST, WILLIAM, King's heath, Worcester, late Licensed Victualler Birmingham Pet Feb 24 Ord Feb 24
 FREY, DANIEL, Midsomer Norton, Somerset, Farmer Wells Pet Feb 28 Ord Feb 28
 GUTHRIE, JULIUS ERNEST, West Hartlepool, Steamship Owner Sunderland Pet Feb 12 Ord Feb 24
 HALDON, RICHARD WALKER, Diss, Norfolk, Grocer Ipswich Pet Feb 26 Ord Feb 26
 HARLAND, WILLIAM, Darlington, Durham, Ale Merchant Stockton on Tees and Middlesbrough Pet Feb 25 Ord Feb 25
 HARRIS, LEON, Olive terr, Plankett lane, Upton pk East, Varnish Manufacturer High Court Pet Feb 25 Ord Feb 26
 HARRIS, WILLIAM, Well st, Hackney, late Licensed Victualler High Court Pet Feb 25 Ord Feb 25
 HARTLEY, JOSEPH RICHARD, Mobwell, Gt Missenden, Bucks, Publican Aylesbury Pet Feb 26 Ord Feb 26
 HAWKINS, BENJAMIN ROGERS, Kentisbeare, Devon, Farmer Exeter Pet Feb 11 Ord Feb 25
 HOBBS, EBERNEZER, Tyldesley, Lancs, Grocer Bolton Pet Jan 24 Ord Feb 24
 HOUSE, ALBERT, North Wootton, Somerset, Miller Wells Pet Feb 26 Ord Feb 26
 JACQUES, THOMAS, Bedworth, Warwickshire, Grocer Coventry Pet Feb 25 Ord Feb 25
 JELLEY, JOSEPH, Canook, Staffs, Licensed Victualler Walsall Pet Feb 25 Ord Feb 25
 KINZETT, HARRY HARWOOD, Crampton st, Newington butts, Engineer High Court Pet Feb 25 Ord Feb 25

LARK, JAMES, New Kent rd, late Licensed Victualler High Court Pet Feb 24 Ord Feb 25
 LEINK, JOHN DRIVER, Throgmorton avenue, Stock Dealer High Court Pet Jan 2 Pet Feb 25
 LILLY, ALFRED HAMBLETON, Hadleigh, Suffolk, Clerk in Holy Orders Ipswich Pet Feb 21 Ord Feb 23
 MADDEN, WILLIAM, Brick ct, Temple, Barrister at Law High Court Pet Jan 8 Ord Feb 26
 MCCLURE, ROBERT, and FREDERICK STANLEY MCCLURE, Greenwich, Coal Merchants Greenwich Pet Feb 22 Ord Feb 23
 NEWBY, WILLIAM CURLING, Deal, Grocer Canterbury Pet Jan 25 Ord Feb 25
 PASE, WILLIAM ALFRED, Reepham, Norfolk, Tailor Norwich Pet Feb 26 Ord Feb 26
 PORTER, GEORGE ROBERT, New Close, Great Grimsby, Fisherman Great Grimsby Pet Feb 25 Ord Feb 25
 PRICE, JOHN, Bradley, nr Bilton, Staffs, Machinery Broker Dudley Pet Feb 24 Ord Feb 24
 RADCLIFFE, ALFRED, Huddersfield, Joiner Huddersfield Pet Feb 20 Ord Feb 24
 SCOTT, WALTER, Fenchurch st, Shipbroker High Court Pet Feb 25 Ord Feb 25
 SHAW, HARRY, High st, Poplar, Oilman High Court Pet Feb 24 Ord Feb 24
 SHERWIN, JAMES PRITCHARD, Leicester, Tripe Dresser Leicester Pet Feb 25 Ord Feb 25
 SMITH, FREDERICK, Sheffield, Merchant's Clerk Sheffield Pet Feb 24 Ord Feb 24
 STOCKTON, JOHN, Kingston upon Hull, Joiner Kingston upon Hull Pet Feb 25 Ord Feb 25
 TOP, PERCY BROMFIELD, Barnet, Herts, Stockbroker Barnet Pet Jan 30 Ord Feb 26
 WORMALD, EDMUND, Leeds, Photographer Leeds Pet Feb 25 Ord Feb 25

LEE, WILLIAM, Heywood, Lancs. March 15. Banks, Heywood
 LUFTON, WILLIAM HENRY, Pall Mall, Tailor. March 26. Guthrie, Bedford row
 MARLOW, WILLIAM, Horton st, Lewisham, Gent. March 25. Robinson & Stannard, Eastcheap
 MARPLES, WILLIAM, Sheffield, Mineral Water Manufacturer. March 31. Ashington & Co, Sheffield
 MARSDEN, JOHN, Mansfield Woodhouse, Notts, Hosier. April 24. Thorpe & Peto, Nottingham
 MARRAS, ABEL, Bradford Abbas, Dorset, Innkeeper. March 31. Sparks & Blake, Crewkerne, Somerset
 MARSHALL, WILLIAM, Bradford, Staff Merchant. April 12. Gaunt & Co, Bradford
 MARTIN, ANN, Kennett rd, St Peter's pk, Paddington. April 2. Yelding & Co, Vincent sq, Westminster
 MEADE, EDWARD RICHARD, Hill st, Berkley sq. March 31. Leman & Co, Ldn. coln's inn fields
 MILLS, MARY, Heywood, Lancs. April 10. Wallis, Bury
 PARIS, MARIA, Blythe rd, Hammersmith. April 8. Reader, Strand
 PARKER, WILLIAM FREDERICK, Stamford Brook rd, Hammersmith, Saddler. March 17. Weall & Barker, South sq, Gray's inn
 PARRETT, EDWARD, Croydon, Surrey, Gent. April 12. Rowland & Hutchinson, Croydon
 PEACOCK, ROBERT, Gorton, nr Manchester, Esq. April 16. Radford & Co, Manchester
 PEAKE, SOPHIA HARRIS, Margate. March 22. Neal, Old Broad st
 PINCHIN, WILLIAM, Church st, Bethnal green rd, Oilman. March 25. Digby & Liddle, Circus pl, Finsbury circus
 POOLE, AGNES BLANCKE MORGAN, Bishopston, Glos. March 31. Danger & Cartwright, Bristol
 PRICE, CHARLES, Newmarket, nr Toronto, Canada. May 1. Taylor & Co, Furnival's inn
 PRIOR, ELIZA, Leamington Priors. April 1. Prior & Co, Lincoln's inn fields
 REEVES, ROBERT, Newton le Willows, Lancs, Gent. April 10. Banks & Kendall, Liverpool
 RIDGE, THOMAS BYRON, Nottingham, Auctioneer. April 19. Cranch, Nottingham
 ROBERTS, EDWARD PHILIP, South sq, Gray's inn, Solicitor. April 8. Peacock & Goddard, South sq, Gray's inn
 ROBERTS, JOHN WILLIAM, Grateley, Hants, Gent. April 1. Footner & Son, Andover
 ROBINSON, MARY, Claremont pl, Leeds. April 1. Nelson & Co, Leeds
 ROOCROFT, MARGARET, Bridge st, Manchester. March 31. Booth & Pegge, Manchester
 SHAW, THOMAS, Birmingham, Gent. March 28. Cottrell & Son, Birmingham
 SILVERLOCK, RICHARD GREENHILL, Walkley, Sheffield, Surgeon. April 11. Rogers & Co, Sheffield
 SMITH, ELIZABETH, Belmont Lodge, Ealing. April 10. Collinson & Co, Bedford row
 SOTHERAN, RICHARD HUGGAM, Northallerton, Yorks, Commercial Traveller. April 2. Waistell, Northallerton
 STONE, GEORGE, Ewell, Surrey, Corn Merchant. April 8. Reader, Strand
 STOVELL, FREDERICK, Belsize, South Hampstead, Esq. April 30. Barlow & James, Lime st
 THURN, HARRIET ANNABELLA IM, Torquay. April 21. Nicol & Co, Lime st
 WASS, ANN ELIZABETH, York. April 26. Dent, York
 WEBB, CHARLES, Aston juxta Birmingham, out of business. April 7. Pointon Birmingham
 WHITLEY, NATHAN, Skircoat, Halifax, Esq., J.P. April 10. North & Sons, Leeds

If the house in which you live is going to be sold over your head, why not purchase it? Don't cripple your business by taking the purchase-money out of it, and certainly do not borrow the money with the chance of having it called in at an inconvenient time. Get a liberal, cheap, and expeditious advance from the TEMPERANCE PERMANENT BUILDING SOCIETY, 4, Ludgate-hill, E.C. Forms and full particulars free by post.—[ADVT.]

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from the Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

YATES, GEORGE, Bognor, Sussex, Greengrocer Brighton Pet Feb 25 Ord Feb 25
 YOUNG, ADAM, Sevenoaks, Kent, Sargeon Tunbridge Wells Pet Feb 25 Ord Feb 25
 The following amended notice is substituted for that published in the London Gazette of Feb. 21.
 NICHOLS, THOMAS, Torquay, Innkeeper Exeter Pet Feb 18 Ord Feb 18

FIRST MEETINGS.

BANK, GEORGE MORRIS, Barnsley, Commission Agent March 13 at 10.30 Off Rec. 1, Hanson st, Barnsley
 BRADSHAW, ENOCH, Chorlton cum Hardy, Manchester, Coal Merchant March 13 at 2.30 Off Rec, Ogden's chambers, Bridge st, Manchester
 BEKKELE, JOSEPH, Tipton, Staffs, Journeyman Painter March 7 at 10.15 Off Rec, Dudley
 BRETT, EDWIN COULSON, Clare, Suffolk, Grocer March 10 at 12.30 Angel Hotel, Bury St Edmunds
 BRIGGS, WILLIAM, Caxton rd, Wood Green, Solicitor's Clerk March 12 at 11 16 Room, 30 and 31, St Swithin's ln
 BRITTEN, E. C., Ealing, Clerk in Holy Orders March 11 at 11 16 Room, 30 and 31, St Swithin's ln
 BROADLEY, JOHN ROBERT, York, Furniture Dealer March 17 at 11 Off Rec, York
 BULLOUGH, JABEZ, Bramley, Lead-, Furniture Broker March 10 at 11 Off Rec, 22, Park row, Leeds
 FIELD, JAMES, Southill, Dewsbury, Rag Merchant March 7 at 4 Off Rec, Bank chambers, Batley
 FLAY, WILLIAM, Westbury on Trym, Glos., Greengrocer March 12 at 12 Off Rec, Bank chambers, Bristol
 GARNER, DAVID, Harrow rd, Oilman March 12 at 12 Bankruptcy bldgs, Lincoln's inn
 GILBERT, JOSEPH, Broadway, Ealing, Grocer March 7 at 12 16 Room, 30 and 31, St Swithin's lane
 GILBERT, THOMAS SUMNER, Preston, Tailor's Assistant March 7 at 3.45 Off Rec, 14, Chapel st, Preston
 GOMERSALL, ALBERT, Morley, Yorks, Newsagent March 7 at 3 Off Rec, Bank chambers, Batley
 GROBECKER, H. W. O., Abchurch yd, Cannon st, Financial Agent March 14 at 2.30 Bankruptcy bldgs, Portico, St. Lincoln's inn
 GUTTER, JULIUS ERNST, West Hartlepool, Steamship Owner March 10 at 2.15 Royal Hotel, West Hartlepool
 HADDON, RICHARD WALKER, Diss, Norfolk, Grocer March 8 at 12 Off Rec, Ipswich
 HARBROW, H., Peckham pk rd, (old Kent rd, Builder March 11 at 12 33, Carey st, Lincoln's inn
 HARVEY, WALTER JAMES, Tunis rd, Shepherd's Bush, Saddlery's Salesman March 11 at 11 Bankruptcy bldgs, Portico, St. Lincoln's inn
 HAYWOOD, RICHARD, Littlehampton, Sussex, Builder March 7 at 12 Bankruptcy bldgs, Lincoln's inn
 HOBBS, EBERNEZER, Tyldesley, Lancs, Grocer March 10 at 12 16, Wood st, Bolton
 HOUGHTON, HENRY, Sloane ter, Builder March 12 at 11 33, Carey st, Lincoln's inn
 JULIFF, WILLIAM, Cwmpennar, nr Mountain Ash, Glam., Collier March 7 at 3 Off Rec, Merthyr Tydfil
 KING, EDWIN WARR, Walworth rd, House Furnisher March 12 at 2.30 Bankruptcy bldgs, Lincoln's inn
 LAMBERT, GEORGE, Wolverhampton, General Agent March 18 at 11 Off Rec, St Peter's close, Wolverhampton
 LAYER, JOHN CHARLES, West Derby, Lancs, Book Keeper March 13 at 3 Off Rec, 35, Victoria st, Liverpool
 LILEY, ALFRED HAMBLETON, Hadleigh, Suffolk, Clerk in Holy Orders March 7 at 3 Townhall, Hadleigh
 LUTTON, JAMES IRVINE, Richmond, Surrey, Veterinary Surgeon March 7 at 3 119, Victoria st, Westminster
 MURRAY, H. C., Lombard st March 13 at 11 33, Carey st, Lincoln's inn
 NORRIS, WILLIAM, Holland st, Kensington, Corn Chandler March 12 at 12 33, Carey st, Lincoln's inn
 RADCLIFFE, ALFRED, Huddersfield, Joiner March 10 at 11 Haigh & Son, solers, New st, Huddersfield
 RICKETT, FREDERICK THOMAS, The Grange, nr Elton, Oxfords, Notte, Farmer March 8 at 11 Off Rec, St Peter's Church walk, Nottingham
 RILEY, CHARLES, West Bromwich, Farmer March 10 at 10.30 County Court, West Bromwich
 SMITH, FREDERICK, Sheffield, Merchant's Clerk March 11 at 10.30 Off Rec, Fletree lane, Sheffield
 SMITH, JAMES, Gt Chapel st, Westminster, Cab Proprietor March 12 at 2.30 33, Carey st, Lincoln's inn fields
 THURP, GEORGE, Tunbridge Wells, Grocer March 7 at 11 Bankruptcy bldgs, Portico, St. Lincoln's inn
 WRIGHTSON, FRANK BARBER, Devonshire sq, Solicitor March 11 at 11 33, Carey st, Lincoln's inn fields
 WADSWORTH, THOMAS, Barnmouth, Merionethshire, Bootmaker March 7 at 2 Townhall, Aberystwyth
 YEWALL, ARTHUR COOPER, Bradford, Dyer March 11 at 11 Off Rec, 31, Manor row, Bradford

ADJUDICATIONS.

AKHMAN, JAMES THOMAS, Quaker st, Spitalfields, Umbrella Manufacturer High Court Pet Feb 25 Ord Feb 25
 BRETT, EDWIN COULSON, Clare, Suffolk, Grocer Cambridge Pet Feb 24 Ord Feb 24
 BROADLEY, JOHN ROBERT, York, Furniture Dealer York Pet Feb 25 Ord Feb 25
 COOK, JOHN, Hitcham, Suffolk, Butter Dealer Ipswich Pet Feb 21 Ord Feb 21
 CRONOFULO, ANTHONY CONSTANTINE, Liverpool,

formerly Commission Merchant Liverpool Pet Feb 25 Ord Feb 25
 DAVIES, THOMAS, Pontardawe, Glam., Boot Maker Neath Pet Feb 25 Ord Feb 25
 DAYMAN, THOMAS, Leicester, late Grocer Leicester Pet Feb 13 Ord Feb 20
 ECKSTEIN, THOMAS KRY, Aston, nr Birmingham, Builder Birmingham Pet Feb 19 Ord Feb 26
 ELLINGSTONE, JAMES, jun., Longton, Staffs, Theatrical Lessee Stoke upon Trent Pet Feb 6 Ord Feb 25
 FAULKNER, ALBERT HARRY, Nottingham, Grocer Nottingham Pet Feb 26 Ord Feb 26
 FLAY, WILLIAM, Westbury on Trym, Glos, Greengrocer Bristol Pet Feb 24 Ord Feb 24
 FREY, DANIEL, Midsomer Norton, Somerset, Farmer Wells Pet Feb 26 Ord Feb 26
 GOODACRE, JOHN THOMAS ATKINS, Nutbourne, Pulborough, Sussex, Miller Brighton Pet Feb 19 Ord Feb 26
 HADDON, RICHARD WALKER, Diss, Norfolk, Grocer Ipswich Pet Feb 26 Ord Feb 26
 HARLAND, WILLIAM, Darlington, Durham, Ale Merchant Stockton on Tees and Middlesbrough Pet Feb 25 Ord Feb 25
 HOBBS, EBERNEZER, Tyldesley, Lancs, Grocer Bolton Pet Feb 24 Ord Feb 24
 HOUSE, ALBERT, North Wootton, Somerset, Miller Wells Pet Feb 26 Ord Feb 26
 IRELAND, OSMUND, Branchley, Kent, Baker Tunbridge Wells Pet Feb 30 Ord Feb 26
 JELLEY, JOSEPH, Cannock, Staffs, Licensed Victualler Walsall Pet Feb 25 Ord Feb 25
 KNIGHT, HARRY, Longton, Staffs, Beerhouse Keeper Stoke upon Trent Pet Feb 14 Ord Feb 19
 LANDER, WILLIAM, Hugglescote, Leics, Miller Leicester Pet Feb 13 Ord Feb 20
 LARK, JAMES, New Kent rd, late Licensed Victualler High Court Pet Feb 24 Ord Feb 25
 LILEY, ALFRED HAMBLETON, Hadleigh, Suffolk, Clerk in Holy Orders Ipswich Pet Feb 23 Ord Feb 24
 PARK, WILLIAM ALFRED, Reepham, Norfolk, Tailor Norwich Pet Feb 26 Ord Feb 26
 PESTER, EDWIN, Glastonbury, Somerset, Manager of Corn Mill Wells Pet Feb 18 Ord Feb 25
 PORTER, GEORGE ROBERT, New Clee, Gt Grimsby, Fisherman Gt Grimsby Pet Feb 25 Ord Feb 25
 PRICE, JOHN, Bradley, nr Bilton, Staffs, Machinery Broker Dudley Pet Feb 26 Ord Feb 25
 RADCLIFFE, ALFRED, Huddersfield, Joiner Huddersfield Pet Feb 20 Ord Feb 26
 SHAW, HARRY, High st, Poplar, Oilman High Court Pet Feb 24 Ord Feb 25
 SMART, JOHN WILLIAM, Bristol, Billiard Table Manufacturer Bristol Pet Feb 17 Ord Feb 24
 SMITH, CHARLES, Sparkbrook, nr Birmingham, Grocer Birmingham Pet Feb 20 Ord Feb 24
 SMITH, FREDERICK, Sheffield, Merchant's Clerk Sheffield Pet Feb 24 Ord Feb 24
 STOCKTON, JOHN, Kingston upon Hull, Joiner Kingston upon Hull Pet Feb 26 Ord Feb 26
 WRIGHT, ALFRED, Burnley, Labourer Burnley Pet Feb 21 Ord Feb 25
 YATES, GEORGE, Bognor, Sussex, Greengrocer Brighton Pet Feb 25 Ord Feb 25

ADJUDICATIONS ANNULLED.

GOODACRE, JOHN, Liverpool, out of business Liverpool Adjud July 23, 1889 Annul Feb 21
 JAMES, JAMES, Allswell Hill, Pontardawe, Glamorganshire, Grocer Neath Adjud Dec 5, 1889 Annul Feb 11
 MAKINSON, ROBERT, Birkdale, near Southport, Wheelwright Bolton Adjud Oct 7, 1889 Annul Feb 19
 London Gazette.—TUESDAY, March 4.

RECEIVING ORDERS.

BECKATT, JOHN, Pall Mall, Mortgage Broker High Court Pet Dec 27 Ord Feb 25
 BOULDEN, JOHN, Staplehurst, Kent, Farmer Maldstone Pet Feb 23 Ord Feb 23
 BRICKELL, FRANK WILLIAM, Shaftesbury, Dorset, Builder Salisbury Pet Feb 26 Ord Feb 27
 BURGON, EDWARD, Egham, Surrey, Boatbuilder Kingston, Surrey Pet Feb 24 Ord Feb 25
 CHRISTIAN, ROBERT, jun., Peterborough, Boot Factor Peterborough Pet Feb 27 Ord Feb 27
 CORDWELL, CHARLES MARK, Leo, Kent, Farmer Greenwhich Pet Feb 12 Ord Feb 25
 COWELL, ARTHUR, Cambridge, Butcher Cambridge Pet March 1 Ord March 1
 DAVIS, WILLIAM, St Albans, Accountant St Albans Pet March 1 Ord March 1
 DRUMMOND, JAMES, Petersham, Surrey, Proprietor of Hydropathic Health Resort Wandsworth Pet Feb 25 Ord Feb 25
 DWIGHT, ALFRED VINCENT, Hemberton rd, Stockwell, Commission Agent High Court Pet Feb 25 Ord Feb 25
 EMANUEL, ARTHUR DAVID, Clephane rd, Canonbury, no occupation High Court Pet March 1 Ord March 1
 EMANUEL, JOHN ISAAC, Clephane rd, Canonbury, no occupation High Court Pet March 1 Ord March 1
 FALCON, DAVID, Crowe, Cheshire, Smallware Dealer Crews Pet Feb 25 Ord Feb 25
 FUNNELL, ARTHUR SIMPSON, Iwerne Courtenay, Dorset, Licensed Victualler Dorchester Pet Feb 27 Ord Feb 27
 GODWIN, JOHN RICHARD, Gt Dover st, Southwark, Coffee Tavern Manager High Court Pet March 1 Ord March 1
 GRAHAM, GEORGE ELIOT BISCOE, Regent st, Gent High Court Pet Jan 14 Ord Feb 25
 GRIFITHS, EDWIN, Liverpool, Licensed Victualler Liverpool Pet Feb 11 Ord Feb 25
 HALL, THOMAS, Glanton, Northumberland, Inn-

keeper Newcastle on Tyne Pet Feb 12 Ord Feb 27
 HANDLEY, RICHARD GUY, Birmingham, French Millstone Manufacturer Birmingham Pet March 1 Ord March 1
 HART, DAVID JOHN, Waldegrave rd, Teddington, Builder Kingston, Surrey Pet Feb 7 Ord Feb 27
 HIGGINS, THOMAS, Warrington, Provision Dealer Warrington Pet Feb 23 Ord Feb 23
 JENNINGS, SARAH ANNE, Liverpool, Milliner Liverpool Pet Feb 27 Ord Feb 27
 KESTLE, THOMAS, Illogan, Cornwall, Builder Truro Pet Feb 27 Ord Feb 27
 LAWS, JOHN, Brondesbury rd, Kilburn, Lodging-house Keeper High Court Pet Feb 7 Ord March 1
 LEWIS, JOSEPH, Birmingham, Boot Manufacturer Birmingham Pet Feb 27 Ord Feb 27
 LILEY, ALFRED ARTHUR, Southampton, Building Material Merchant Southampton Pet March 1 Ord March 1
 LITTLE, ABURHALD, Frogmore Wharf, Wandsworth, Brick Merchant Wandsworth Pet Feb 23 Ord Feb 23
 NICHOLAS, URIAH, Salford, Engineer Salford Pet Feb 26 Ord Feb 26
 PARR, GEORGE, Leicester, Timber Merchant Leicester Pet Feb 10 Ord Feb 27
 RICKETTS, JAMES, Yeovil, Wheelwright Yeovil Pet March 1 Ord March 1
 RIDLEY, GABRIEL, West Smethwick, Staffs, late Baker West Bromwich Pet Feb 23 Ord Feb 25
 SIDS, FRANCOIS, Derby, Labourer Derby Pet Feb 25 Ord Feb 25
 SINGLETON, ALFRED JOHN, Clifton, Bristol, Artists' Colourman Bristol Pet March 1 Ord March 1
 SMITH, ROBERT, late Hanover st, Hanover sq High Court Pet Jan 23 Ord Feb 27
 SMITH, WELLESLEY, Gracechurch st, Commission Agent High Court Pet Feb 5 Ord Feb 27
 STANT, WILLIAM AUGUSTUS STEPHEN, Fawcett sq, Dalston, Commercial Traveller High Court Pet March 1 Ord March 1
 STUTTARD, DAVID, JOHN STUTTARD, and TOM STUTTARD, Padham, Lancs, Cotton Spinners Burnley Pet Feb 25 Ord Feb 25
 TETLOW, JAMES, Godley, Cheshire Ashton under Lyne and Stalybridge Pet Feb 15 Ord Feb 25
 THORP, EBERNEZER, and CHARLES MALLINSON, Holmforth, Yorks, Builders Huddersfield Pet Feb 23 Ord Feb 25
 TREGURTHA, PHILIP, Newlyn Paul, Cornwall, Innkeeper Truro Pet Feb 23 Ord Feb 23
 WALKER, THOMAS, Barnoldswick, Yorks, Stonemason Bradford Pet Feb 25 Ord Feb 25
 WILFORD, S. J., Worship st, Machinist High Court Pet Feb 6 Ord Feb 27
 WILKINSON, JAMES, Hertford, Baker Hertford Pet Feb 26 Ord Feb 26
 YATES, ELEANOR, Leicester, Boot Manufacturer Leicester Pet Feb 15 Ord Feb 27

The following amended notice is substituted for that published in the London Gazette of Feb. 18.
 SMITH, RALPH READMAN, late Lawrence Lane, Chapside, Woollen Merchant High Court Pet Feb 5 Ord Feb 13

FIRST MEETINGS.

A ARABRELLTON, ROBERT RILTON DE RILTON, Silver st, Shorthand Writer March 18 at 12 33, Carey st, Lincoln's inn
 AITKEN, JOHN, Chorlton upon Medlock, Manchester, Draper March 13 at 3 Off Rec, Ogden's chambers, Bridge st, Manchester
 BENSTON, SAMUEL, Fortescue rd, Kentish Town, Draper's Assistant March 14 at 11 33, Carey st, Lincoln's inn
 BORGER, JOHN, Howland st, Fitzroy sq, Mantle Manufacturer March 18 at 2.30 33, Carey st, Lincoln's inn
 BISHOP, FRANK WILLIAM, Shaftesbury, Dorset, Builder March 12 at 11.30 Ship Hotel, Shaftesbury
 BURGESS, CHARLES JOHN, Barnard st, Brunswick sq, Retired Major in H.M. Army March 18 at 11 33, Carey st, Lincoln's inn
 CHADG, HENRY MARK, Shoreditch, Woollen Merchant March 14 at 11 Bankruptcy bldgs, Lincoln's inn fields
 CHRISTIAN, ROBERT, jun., Peterborough, Boot Factor March 12 at 12 Law Courts, New road, Peterborough
 COOK, JOHN, Hitcham, Suffolk, Butter Dealer March 12 at 12 Off Rec, Ipswich
 COSHER, EDWIN JAMES, Prestbury, Glos, Builder March 12 at 2.30 County Court bldgs, Cheltenham
 COWELL, MARY JANE, Milverton, Warwickshire, Spinster March 11 at 12 Off Rec, Coventry
 CROCKER, ISAAC, Clee, Great Grimsby, Fisherman March 12 at 11 Off Rec, 3, Haven st, Great Grimsby
 CRONOFULO, ANTHONY CONSTANTINE, Liverpool, formerly Commission Merchant March 21 at 2 Off Rec, 33, Victoria st, Liverpool
 DAVIS, JOEL, Canaby st, Regent st, Butcher March 14 at 11 Bankruptcy bldgs, Lincoln's inn
 DERRY, WILLIAM, Burley in Wharfedale, Yorks, Cab Proprietor March 13 at 12 Off Rec, 22, Park row, Leeds
 DENTON, THOMAS HENCKES, North End rd, Fulham, Boot Dealer's Manager March 15 at 11 Bankruptcy bldgs, Lincoln's inn
 ECKSTEIN, THOMAS KRY, Aston, nr Birmingham, Builder March 12 at 11 25, Colmore row, Birmingham
 ELLINGSTONE, JAMES, jun., Longton, Staffs, Theatrical Lessee March 12 at 2.30 North Stafford Hotel, Stoke upon Trent

ERY, DANIEL, Midsomer Norton, Somerset, Farmer March 12 at 2.30 Off Rec. Bank chambers, Bristol
FAULKNER, ALBERT HARRY, Nottingham, Grocer March 11 at 11 Off Rec, St Peter's Church walk, Nottingham
FURNELL, ARTHUR SIMPSON, Iwerne Courtney, Dorset, Licensed Victualler Feb 12 at 12.30 Ship Hotel Shaftesbury
GEORGE, HENRY JAMES, Carburton st. Portland rd. Coffee house keeper March 19 at 11 33, Carey st, Lincoln's inn
GILCHRIST, C.R., Leadenhall st, Shipowner March 18 at 12 Bankruptcy bldgs, Lincoln's inn
GOODACRE, JOHN THOMAS ATKINS, Nubourn, Pulborough, Sussex, Miller March 11 at 2 Swan Hotel, Pulborough
GRIFFITHS, GEORGE, Wolsley grds, Gunnersbury, Builder March 19 at 2.30 33, Carey st, Lincoln's inn fields
HARLAND, WILLIAM, Darlington, Ale Merchant March 11 at 11 Off Rec, 8, Albert rd, Middlesborough
HOUGHTON, HARRIET, Sloane terrace, Chelsea, Widow March 19 at 12 23, Carey st, Lincoln's inn fields
HOUSE, ALBERT, North Wootton, Somerset, Miller March 19 at 9 Off Rec, Bank chambers, Bristol
KESTLE, THOMAS, Illogan, Cornwall, Builder March 12 at 12 Off Rec, Boscawen st, Truro
KILLINGBRACK, CHARLES, James st, Camden Town, Contractor March 13 at 12 Bankruptcy bldgs, Lincoln's inn fields
LOWE, ERNEST EDWARD, Stourbridge, Worcs, Oilman March 11 at 10.30 C H Collins, Solicitor, Stourbridge
NEWBY, WILLIAM CUBBERG, Deal, Grocer March 13 at 4 Black Horse Hotel, Deal
NUTTER, PETER SAMUEL, and EDWARD YATES, Chestwood, Manchester, Pickle Manufacturers March 12 at 3.30 Off Rec, Ogden's chambers, Bridge st, Manchester
OSBORN, THOMAS, the elder, THOMAS OSBORN, the younger, and WALTER OSBORN, High st, Islington, Dairymen March 13 at 2.30 Bankruptcy bldgs, Lincoln's inn
RUMMALL, JOHN FRANCIS, Bartholomew close March 13 at 11 Bankruptcy bldgs, Lincoln's inn
SAYNDERSON, JAMES, Caistor, Lincs, Plumber March 12 at 11.30 Off Rec, 3, Haven st, St Grimsby
SHERWIN, JAMES PITCHARD, Leicester, Tripe Dresser March 11 at 12.30 Off Rec, 34, Friar ln, Leicester
SIMS, FRANCIS, Derby, Labourer March 11 at 12 Off Rec, St James's chambers, Derby
SMITH, CHARLES, Sparkbrook, nr Birmingham, Grocer March 14 at 11 25, Colmore row, Birmingham
VERDON, GEORGE UNSWORTH, Presteign, Radnor, Grocer March 17 at 10 18, Corn sq, Leominster
WALKER, THOMAS, Barnoldswick, Yorks, Stonemason March 14 at 11 Off Rec, Manor row, Bradford
WILDERSPIN, CHARLES, Swavesey, Camb., Builder March 12 at 12 Law Courts, New rd, Peterborough
WORKMALL, HARRY, Leeds, Engineer March 13 at 11 Off Rec, 27, Park row, Leeds
WRIGHT, ALFRED, Burnley, Labourer April 3 at 3 Exchange Hotel, Nicholas st, Burnley
YEATES, GEORGE, Bognor, Sussex, Greengrocer March 12 at 12 Off Rec, 4, Pavillon bldgs, Brighton
 The following amended notice is substituted for that published in the London Gazette, Feb. 26.
SADLER, WILLIAM HOLLAND, Haslemere, Surrey, Commercial Traveller March 13 at 11.30 Borough and County Hall, Guildford

ADJUDICATIONS.

A ARABERKION, ROBERT RHELO DE RHELO, Silver st, Shortham Witter High Court Pet Feb 17 Ord Feb 23
ALBROW, WILLIAM ERNEST, St Yarmouth, Licensed Victualler at Yarmouth Pet Feb 24 Ord Feb 27

ARDEN, HENRY, Marlborough rd, St John's Wood, Gent High Court Pet Feb 15 Ord Feb 20
BETTRIDGE, JOSEPH, Ramsgate, Provision Dealer Canterbury Pet Feb 5 Ord Feb 23
BOULDER, JOHN, Staplehurst, Kent, Farmer Maidstone Pet Feb 28 Ord Feb 28
BROCKELL, FRANK WILLIAM, Shaftesbury, Dorset, Builder Salisbury Pet Feb 25 Ord Feb 27
CHINN, JOHN ROSE, Birmingham, Manufacturing Confectioner Birmingham Pet Feb 25 Ord Feb 27
COWELL, ARTHUR, Cambridge, Butcher Cambridge Pet March 1 Ord March 1
COWELL, MARY JANE, Milverton, Warwickshire, Spinster Warwick Pet Feb 25 Ord Feb 28
DAVIS, WILLIAM, St Albans, Accountant St Albans Pet March 1 Ord March 1
EMANUEL, ARTHUR DAVID, Clephane rd, Canonbury, no occupation High Court Pet March 1 Ord March 1
EMANUEL, JOHN ISAAC, Clephane rd, Canonbury, no occupation High Court Pet March 1 Ord March 1
FACTOR, DAVID, Crewe, Cheshire, Smallware Dealer Nantwich and Crewe Pet Feb 28 Ord March 1
FROST, WILLIAM, King's Heath, Worcester, Late Licensed Victualler Birmingham Pet Feb 21 Ord Feb 27
GODWIN, JOHN RICHARD, Great Dover st, Southwark, Coffee Tavern Manager High Court Pet March 1 Ord March 1
HIGGINS, THOMAS, Warrington, Provision Dealer Warrington Pet Feb 23 Ord Feb 28
JACOUES, THOMAS, Bedworth, Warwickshire, Grocer Coventry Pet Feb 25 Ord Feb 28
KESTLE, THOMAS, Illogan, Cornwall, Builder Truro Pet Feb 27 Ord Feb 27
LAYER, JOHN CHARLES, West Derby, Lancs, Book Keeper Liverpool Pet Feb 17 Ord Feb 27
LEWIS, JOSEPH, Birmingham, Boot Manufacturer Birmingham Pet Feb 27 Ord Feb 27
LIEBLE, ALFRED ARTHUR, Southampton, Building Material Merchant Southampton Pet March 1 Ord March 1
LOCK, FRANCIS WILLIAM, Cardiff, Ironmonger Cardiff Pet Feb 4 Ord Feb 27
NICHOLS, URIAH, Salford, Engineer Salford Pet Feb 28 Ord Feb 28
NUTTER, PETER SAMUEL, and EDWARD YATES, Chestwood, Manchester, Pickle Manufacturers Manchester Pet Jan 21 Ord Feb 28
RICKETTS, JAMES, Yeovil, Wheelwright Yeovil Pet March 1 Ord March 1
SCHNEIDER, ANTON JOSEPH, King st, Hammer-smith, Baker High Court Pet Jan 25 Ord Feb 28
SCOTT, WALTER, Fenchurch st, Shipbroker High Court Pet Feb 25 Ord Feb 28
SIMS, FRANCIS, Derby, Labourer Derby Pet Feb 28 Ord Feb 28
SNELLING, JAMES, Pontypridd, Glam, Builder Pontypridd Pet Feb 7 Ord Feb 28
STONHAM, CHARLES, formerly of Ditton, Kent, Miller Maidstone Pet Feb 15 Ord Feb 27
THOMPSON, JAMES, Newcastle on Tyne, Brush Manufacturer Newcastle on Tyne Pet Feb 13 Ord Feb 27
TREQUETLA, PHILIP, Newlyn Paul, Cornwall, Inn-keeper Truro Pet Feb 23 Ord Feb 23
TURNER, THOMAS JAMES, Central Market, Provision Merchant High Court Pet Dec 16 Ord Feb 28
WALKER, THOMAS, Barnoldswick, Yorks, Stonemason Bradford Pet Feb 26 Ord Feb 21
YATES, ELIZABETH, Leicester, Boot Manufacturer Leicester Pet Feb 15 Ord Feb 27

ADJUDICATIONS ANNULLED.

ASHBY, EDGAR OSBORNE, Hastings High Court Adjud March 7, 1889 Annul Feb 28
DOVEY, F.A., Woolwich, Kent, Architect Greenwich Adjud Aug 16, 1889 Annul Jan 10

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

ATKINSON.—Feb. 27, at Ridgeway, Shortlands, Kent, the wife of Henry Tindal Atkinson, Barrister-at-law, of a daughter.
MACKLIN.—Feb. 4, at 119, Priory-road, N.W., the wife of Albert Romer Macklin, Barrister-at-law, of a son.

DEATHS.

MURLAND.—Feb. 26, at Downpatrick, James Murland, Crown Solicitor, county Down, aged 77.
SAUNDERS.—Feb. 28, at Bournemouth, Thomas William Saunders, of the Middle Temple, Barrister-at-law, late Metropolitan Police Magistrate, aged 78.
RATCLIFF.—Mar. 1, at 22, Albert-road, Regent's-park, N.W., Thomas Wake Ratcliff, Solicitor, of 69, New Broad-street, E.C., aged 68.

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